

Assessor's Parcel Number: 1318-23-301-001
(portion of)

Date: FEBRUARY 25, 2016

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT
(EN)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



**GRANT OF TEMPORARY CONSTRUCTION & PUBLIC DRAINAGE
EASEMENT FOR BURKE CREEK #2016.051**
(Title of Document)

FILED

NO. 2016.051

2016 FEB 25 PM 2:39

APN: 1318-23-301-001
(portion of)

Recording Requested by and
Return Recorded Original to:

Douglas County, Nevada
County Engineer
Community Development Department
P.O. Box 218
Minden, NV 89423

DOUGLAS COUNTY
CLERK
BY [Signature] DEPUTY

The undersigned hereby affirms that this document,
including any exhibits, submitted for recording does not
contain the social security number of any person or
persons. (Per NRS Chapter 239)

**GRANT OF TEMPORARY CONSTRUCTION & PUBLIC DRAINAGE EASEMENT
FOR BURKE CREEK**

THIS GRANT OF EASEMENT ("Temporary Easement") is made on this 18th day of
February, 2016, by and between SIERRA COLINA, LLC. ("Grantor") and
DOUGLAS COUNTY, NEVADA, a political subdivision of the State of Nevada ("Grantee").

RECITALS

WHEREAS, Grantor privately owns real property adjacent to portions of Lake Village Drive and Highway 50 (hereafter "Hwy 50"), in Douglas County, State of Nevada, APN 1318-23-301-001 (the "Property"), of which, portions containing Burke Creek, are depicted and described in Exhibit "A" and shown on Exhibit "A-1", attached and incorporated by reference; and

WHEREAS, Burke Creek is a small stream in the Lake Tahoe Basin which lies just north of the intersection of Hwy 50 and Kahle Drive. It has a drainage area of approximately 4.5 square miles draining into Lake Tahoe. Upstream of Hwy 50, Burke Creek was relocated many years ago by other persons from its natural floodplain onto a hillside to create room for development. This hillside location affords little floodplain access, limited sinuosity and stream complexity. Untreated storm water runoff is conveyed into Burke Creek. These storm water flows have occasionally breached the bank of Burke Creek and flowed down a slope and across a portion of an adjacent parking lot, which was recently acquired by the Grantee; and

WHEREAS, Grantor and Grantee have actively participated with other stakeholders since 2007, including, but not limited to, the Tahoe Regional Planning Agency (hereafter "TRPA"), Nevada Department of Transportation (NDOT), and the United States Forest Service (hereafter "USFS"), all of which have been working collectively to explore and develop restoration alternatives for Burke Creek; and

Self

WHEREAS, the County has been awarded grant monies, including Water Quality and Erosion Control funds from the Nevada Division of State Lands (hereafter "NDSL") to assist the County in constructing the Burke Creek Hwy-50 Crossing and Realignment Project Phase 1. Phase 1 includes the construction, splitting and physical relocation of Burke Creek into a more natural floodplain area (the "Restoration Project") which includes the areas on Grantor's real property described and depicted in Exhibits "A" and "A-1". The engineering plans, designs, and specifications which will be submitted for permitting, bidding, and construction and revegetation for Phase 1 of the Restoration Project are specifically hereafter referred to as the ("Restoration Plan"); and

WHEREAS, in order to secure grant funding and implement the Burke Creek Restoration Project, ("Restoration Project"), it is necessary for the County to obtain a temporary easement from the Grantor over the area described and depicted in Exhibits "A" and "A-1" hereafter ("Temporary Easement"); and

WHEREAS, such Temporary Easement would provide a benefit to the residents of Douglas County. Grantor's involvement, cooperation, and granting of a Temporary Easement for the construction of the portions of the Restoration Project located on Grantor's Property are integral to the success of the Restoration Project and to the County's ability to achieve all of the water quality goals and objectives as outlined in the Restoration Project; and

WHEREAS, Grantor, is willing to voluntarily grant such Temporary Easement as provided herein to further the goals of the Restoration Project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Declaration of Temporary Easement. Upon approval of this Temporary Easement by the Board of County Commissioners, and subject to the other terms and conditions hereof, Grantor hereby voluntarily declares, grants, and conveys, to Grantee, a non-exclusive Temporary Easement, over the real property described and shown in Exhibits "A" and "A-1", attached and incorporated by reference, to allow the Grantee, subject to and in accordance with the Restoration Plan as approved by Grantor as set forth below, the temporary right to enter upon and have access to the Temporary Easement, to allow the Grantee to fulfill its obligations consistent with the Restoration Project, the Restoration Plan, and to fulfill its agreement to integrate into the Restoration Plan certain Added Elements (as defined herein) of the Riparian Enhancement Work within the Temporary Easement for the development proposed by Grantor, and to restore, relocate, split, channel, construct, maintain, repair, improve and/or rebuild stream channel, banks, remnant channels, floodplain, drainage facilities, and other appurtenances associated with the conveyance of water through the Burke Creek stream for the purpose of and in accordance with the Restoration Project, and the Restoration Plan, including but not limited to restoring and relocating the Burke Creek stream conveyance over, across, through and under the lands described herein, together with the right of ingress and egress to and over the Temporary Easement for the purposes herein, also together with the right to excavate and the further right to remove, subject to the terms of this Temporary Easement and in accordance with the Restoration Plan, and subject to TRPA approval if necessary, trees, bushes, undergrowth and any other obstructions, natural or constructed, interfering with the location, construction and maintenance of said Restoration Project and other appurtenances associated with the Burke Creek conveyance

(subject to Grantee's consultation and coordination with Grantor and subject to the terms and conditions of this Temporary Easement with respect to any constructed obstructions), and subject to and in accordance with the Restoration Plan. This is a non-exclusive grant of Temporary Easement. Grantor reserves the right to grant other easements in the Temporary Easement and to undertake any other activities that do not materially interfere with Grantee's rights pursuant to this Temporary Easement. Notwithstanding any contrary provision herein, Grantor shall have the absolute right at any time to supplement and to add landscaping (including trees), to utilize in any way, to construct any improvements upon, and/or to dedicate easements to third parties for public use and/or any other purposes with respect to all of the areas within the Temporary Easement, provided that the functionality of the Restoration Project is not materially adversely affected as a result.

2. Added Elements that Grantee will Incorporate into the Restoration Plan. The boundary of the project area of the Restoration Plan on the Property is depicted on the attached figure Exhibit "B" entitled "Riparian Habitat Enhancement and Coverage Removal Areas" dated 10-05-15. Areas within the Restoration Project boundaries have also been identified by Tahoe Regional Planning Agency (TRPA) for riparian enhancement and coverage removal as set forth in TRPA's letter dated October 14, 2015, page 2, paragraphs A-D and NTC's letter dated October 22, 2015, paragraphs A-D see both letters attached and incorporated, Exhibit "C". Grantor, Grantee, and TRPA agree that integration of the design elements, as further identified below, into the Restoration Plan and associated TRPA permits will minimize the construction impacts to the Burke Creek Stream Environment Zone. Therefore the Grantee agrees to integrate the following Added elements into its Restoration Plan, associated permits and construction contract(s):

(a) One time removal and restoration of approximately 2,174 sq. ft. of existing class 1a, 1b, 4 and 5 coverage (including approximately 1,545 sq. ft. of existing class 1b coverage) within the Restoration Project Boundary as depicted on Exhibit "B" (including Grantee's compliance with all TRPA permit conditions associated therewith);

(b) One-time decommissioning of approximately 4,003 sq. ft. of existing unauthorized trails (including approximately 701 sq. ft. of existing unauthorized trails on class 1b land) within the Restoration Project Boundary as depicted on Exhibit "B" and erosion control treatments on unstable lands within the Restoration Project Boundary (including Grantee's compliance with all TRPA permit conditions associated therewith);

(c) One-time removal of human placed woody debris within and adjacent to Burke Creek on the Property as identified by representatives of the Grantee, Grantor and TRPA at their November 6, 2015, field visit, which are not in conflict with the Restoration Project or Plan (including Grantee's compliance with all grant funding requirements and TRPA permit conditions associated therewith); and

(d) One-time removal of debris associated with human activity within the Restoration Project Boundary on the Property.

3. Design Approval, Permitting, Bidding and Implementation of the Restoration Plan.

(a) Design Approval: Grantor has been an active participant since 2007 in the planning, evaluation and designing of the elements within the Restoration Project. Grantor approves the preliminary 50% Restoration Plan and will receive a copy of the 90% design, engineering plans and specifications as an identified stakeholder in the Burke Creek Hwy-50 Crossing and Realignment Project Phase 1 and will be provided an opportunity along with

SCR

USFS, NDOT, NDSL, TRPA and the Grantee to comment on the plans. The Grantor shall have final approval of the design elements in the 90% plans which are located within the Temporary Easement to the extent the final approval does not violate any terms, conditions or timing of the grant funding. However, Grantor may neither dictate the engineering designs nor can the Grantor require or reject design elements which will reduce the effectiveness or Lake Tahoe Clarity Credits of the Restoration Project. Grantee shall notify and cooperatively work with the Grantor on any redesign of the Restoration Project, which in the opinion of the Grantee becomes necessary following receipt of the 90% comments from stakeholders. Grantor shall provide comments and approval in a timely manner as not to affect the Project schedule as dictated by Grantee or Grantee's designee. Grantee agrees that the design, engineering plans and specifications of the final Restoration Plan will not vary materially from the 90% engineering plans and specifications approved by Grantor without providing Grantor another opportunity to review and provide timely comments.

(b) Revegetation Design Element: Grantor has identified landscape screening as viewed from the proposed Sierra Colina development toward the commercial center located to south as a critical design element. Grantee will minimize tree removal, consistent with the Restoration Plan, including aspens, willows or alders located along the shared real property border between the Grantor and Grantee which provide screening from the commercial center located to the south. Revegetation is also planned as part of the Restoration Project as set forth in the 50% Revegetation Plan, attached and incorporated as Exhibit "D". Grantor approves the preliminary 50% Revegetation Plan which is included in the Restoration Plan and the Grantee shall notify and cooperatively work with the Grantor on any redesign of the Revegetation Plan, which in the opinion of the Grantee becomes necessary. Grantor will be provided a copy of the 90% Revegetation Plan for its review and comments.

(c) Work outside the Restoration Project Boundary. As stated in Exhibit C, some restoration is required per the Grantor's EIS Appendix X and Grantor's Riparian Enhancement Plan, ERS2013-1123, in areas located outside of the Restoration Project Boundary. Grantor is solely responsible to permit, fund, and construct the work outside of the Restoration Project Boundary. To the extent it is reasonably feasible and necessary, the Grantee will cooperatively work with the Grantor in its efforts to obtain a separate TRPA grading permit to complete the restoration required under the EIX Appendix X and Riparian Enhancement Plan, ERS2013-1123, outside of the Restoration Project Boundary.

(d) Bidding and Allocation of Restoration Project and Added Elements Construction Costs between Grantor and Grantee: Any Added Elements constructed for the benefit of Grantor, excluding any duplicative construction costs that the scope of the Restoration Plan would have included without the inclusion of Added Elements into the Restoration Plan, must be funded by Grantor. Grantee shall be responsible to design, obtain all permits for, bid, contract for the construction of, and to fund all direct and indirect costs (including all engineering costs, soft costs, permitting costs and contract administration costs), and construction costs of the installation of the entire Restoration Plan, except with respect to any resulting direct incremental construction costs incurred to construct the Added Elements, for which Grantor shall be solely responsible for payment to Grantee for all of such direct, incremental construction costs (excluding any duplicative construction costs that the scope of the Restoration Plan would have included without the inclusion of Added Elements into the Restoration Plan). The bidding process and cost allocation shall be as follows:

i) Grantee shall solicit bids in the manner it normally would for a project of this type and scope with the added provision that all bids must specifically segregate the amount of construction cost attributable to the Added Elements from the balance of construction costs attributable to construction of the Restoration Project. The bids shall segregate the costs between Grantor and Grantee in a nondiscriminatory manner. The Added Elements portion of the total construction costs of the Restoration Project shall be known as the Grantor's portion of the bid. The remainder of the Restoration Project construction cost bid shall be known as the Grantee portion of the bid.

ii) Any profit shall be attributed to the portions of the bid in equal proportion to the amount of labor and materials estimated for each portion of the job.

iii) The Added Elements will be bid as alternate individual items, the Grantor will have final approval on whether to accept the bid as to individual items comprising the Added Elements. If bid for the individual items are not accepted by the Grantor, the Grantee is under no further obligations including, but not limited to, not being required to construct or rebid.

iv) The bid shall be awarded to a conforming bidder based on total price without regard to the allocation of the costs to Grantor or Grantee. Grantee is responsible for awarding the bid in accordance with Nevada Revised Statutes and Douglas County Code.

v) Grantee shall be responsible for the payment of all construction bills, but shall be reimbursed by Grantor for the Added Elements portion of the bid as specified above. Upon commencement of construction, for the convenience of billing and payment, all bills shall be submitted to Grantee or its designee.

vi) As the Grantor's portion of the bid is completed, Grantor shall submit payment for the completed portions of the Added Elements portion of the winning bid to Grantee or its designee within 15 days of Grantee's or its designee's presentation of an invoice to Grantor or interest on same shall begin to accrue at the legal rate.

vii) Grantee shall be responsible for all costs associated with the construction administration and oversight of completion of the entire Restoration Plan, including with respect to the permitting, construction administration and oversight of completing the Added Elements.

(e) Implementation of the Restoration Project. Grantee will cause the Restoration Plan, including the Added Elements, to be construct at the same time. During the course of construction, operation and maintenance activities, Grantee shall utilize good construction and operational practices including, but not limited to, maintaining reasonably clean construction areas within the Temporary Easement during construction, and removing all debris in the Temporary Easement following construction and installation of the Restoration Plan. Grantee shall at all times perform its work and construct to completion the Restoration Plan (including the Added Elements) in accordance with the terms, specifications and design of the Restoration Plan and in full satisfaction of all permit conditions of agencies with authority over the Temporary Easement or the work being performed (including receiving written acknowledgement by TRPA of satisfaction of all TRPA permit conditions, requirements and Best Management Practices). Grantee agrees to replace or repair, to the reasonable satisfaction of Grantor, any public utility or appurtenance that is damaged by Grantee or its agents or contractors and to repair or replace any damage to Grantor's Property or any improvements thereon that are damaged by Grantee or its agents or contractors in the course of its activities in the Temporary Easement, including the repair and/or replacement, as necessary, of any damage to Grantor's existing or future fence(s) located anywhere within the Temporary Easement. Grantee shall restore and/or replace any landscaping and revegetate disturbed areas impacted or damaged by Grantee's work in the Temporary Easement, consistent with the Restoration Plan design and specifications, and all TRPA permit conditions and Code requirements. Grantee shall

preserve and protect all trees within the Temporary Easement Areas greater than 12” diameter at breast height (DBH), except those which the Restoration Plan specifically identifies as necessary for removal in order to construct the Restoration Plan, in full compliance with (i) all applicable requirements and permit conditions of agencies with authority over the Temporary Easement and the work to be performed; and (ii) the Restoration Plan. Grantee, after completion of the construction of the Restoration Plan within the Temporary Easement, covenants to leave the Property in at least as neat and presentable condition as existed before the Restoration Plan work began, with all trees, plants and structures and other property, replaced or restored per TRPA requirements and/or in accordance with the Restoration Plan. Grantor has the absolute right at any time before Grantee begins construction of the Restoration Plan to construct the Added Elements (instead of Grantee doing so) if Grantor deems it necessary or advisable to do so in its sole opinion.

(i) All development rights, building allocations, residential units of use and base allowable land coverage associated with the Temporary Easement or associated with or existing on the Property, and recognized by TRPA or any other regulatory agency having jurisdiction over the Property, whether original to or transferred onto the Temporary Easement Areas, are reserved for the Grantor’s exclusive use and enjoyment.

(ii) Grantor and Grantee agree that TRPA to date has stated that none of the Restoration Project improvements in the Temporary Easement Areas will have an impact on base allowable land coverage or be considered coverage on the Property.

4. Termination of Temporary Easement. This Temporary Easement shall automatically terminate and be of no further force or effect as to Grantee once the improvements, facilities or appurtenances associated with the Restoration Project (including the Added Elements) are actually relocated, constructed or installed by the Grantee, are operational and are in compliance with all permit conditions of all agencies having jurisdiction over the Restoration Project on the Property. Upon written request from Grantor, Grantee agrees to promptly acknowledge the termination of this Temporary Easement in a writing sufficient for recordation in the Official Records of Douglas County. Notwithstanding any contrary provision herein, this Temporary Easement shall, unless otherwise indicated, also terminate, along with all rights of the Grantee hereunder, for any of the following reasons or events:

(i) Automatically on the cancellation or termination of the Restoration Plan or Restoration Project by Grantee for any reason before it is constructed;

(ii) Upon the failure or refusal by Grantee to comply with any of its material obligations or covenants in the Temporary Easement, after written notice from Grantor and an opportunity to cure or diligently commence to cure the default within ninety (90) days of delivery of such written notice;

(iii) Grantor may terminate this Temporary Easement and all rights of the Grantee hereunder in the event that construction of the Restoration Project has not begun by October 1, 2017;

(iv) Grantee is required to obtain all necessary permits to complete the Restoration Project (including the Added Elements) from Douglas County, TRPA and any other required permitting agency. Should Grantee fail to obtain all such permits within one (1) year after the date of the Temporary Easement, or fail to be issued a notice of completion of all work in the Restoration Project (including the Added Elements) within two (2) years after commencing construction of the Restoration Project, Grantor may revoke this Temporary Easement following a thirty (30) day written notice to the Grantee and opportunity to cure to

obtain the required permits or notice of completion on or before the passage of one hundred eighty (180) days after delivery of such thirty (30) day notice;

(v) Litigation is filed against the Grantee prior to commencement of the construction of the Restoration Project specifically challenging the design elements of the Restoration Plan located within the Temporary Easement.

5. Hold Harmless. Regardless of the coverage provided by any insurance, the Grantee agrees to, indemnify and save and hold the Grantor, its managers, members, agents, guests, invitees, and employees, to the greatest extent provided by law, including, but not limited to Chapter 41 of the Nevada Revised Statutes, harmless from any and all claims, causes of action or liability arising from the grant of the Temporary Easement hereunder or the use, occupation, or performance of any work on the Temporary Easement by Grantee or Grantee's agents, contractors, or employees, or for any claims or liabilities arising out of the Restoration Project work, its operation, any alleged design failure or its maintenance. Grantee shall indemnify and hold harmless the Grantor, its managers, members, agents, guests, invitees, employees, and authorized representatives and their agents and employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, attorneys' fees, court costs, interest, and expenses of whatsoever kind or nature, including those arising out of injury to, or death of Grantee's agents or employees, or third parties, whether arising before or after completion of the work or entering upon Grantor's property under this Temporary Easement, that are caused, occasioned, or contributed to in whole or in part by reason of any act, omission or negligent or willful misconduct, whether active or passive, of Grantee or of anyone who is acting under Grantee's direction or control or on its behalf in connection with the performance of the work pursuant to this Temporary Easement or that is in any way related to the use of, access to, or occurs upon, the Temporary Easement, including from the failure or refusal by Grantee to comply with any of its material covenants in the Temporary Easement. Notwithstanding any provision to the contrary, Grantee's indemnity, and hold harmless obligations shall be comparatively limited to the extent Grantor contributes to the injury, death or property damage and shall not apply in the event of the sole negligence, whether active or passive, or the willful misconduct of the Grantor.

6. Insurance. Grantee, its contractors and any subcontractors employed by or on behalf of Grantee shall maintain both general liability, at a minimum of \$1,000,000 and worker's compensation insurance coverage for any and all operations to be conducted within or upon this Temporary Easement. Grantee's contractors and any subcontractors employed by or on behalf of Grantee to work in the Temporary Easement shall name Grantor as an additional insured under all general liability insurance coverage for any and all operations to be conducted within or upon this Easement, and shall promptly deliver a certificate of insurance evidencing same to Grantor prior to commencing any work in the Temporary Easement.

7. Compliance with Laws. Grantee will comply with all applicable federal, state and local laws, regulations or requirements in all of its work or activities on/in the Temporary Easement Areas, including but not limited to compliance with all TRPA and Douglas County codes and ordinances and will be solely responsible for any non-compliance with any applicable law, regulation or requirement.

8. Controlling Law. The laws of the State of Nevada shall govern the interpretation and enforcement of this Temporary Easement. Grantor and Grantee agree that the Ninth Judicial

District Court, located in Douglas County, Nevada, will be the forum for any litigation arising as a result of this Temporary Easement. The prevailing party in any dispute regarding or arising from this Temporary Easement shall be entitled to receive reasonable attorney's fees incurred.

9. Severability. If any provision of this Temporary Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Temporary Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

10. Amendment. Any alteration, change, amendment or modification of or to this Temporary Easement or any exhibit hereto must be made by written instrument and in each instance executed on behalf of each party hereto.

11. Successors. The covenants, terms, conditions and restrictions of this Temporary Easement will be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, designees, heirs, successors and assigns and will continue as a servitude running with the land unless terminated as provided herein.

12. Recitals. The recitals are integral to the understanding and intent of the parties and are hereby incorporated into the terms of the Temporary Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Easement as of the date set forth below by the Chair of the Board of Commissioners.

GRANTOR:
SIERRA COLINA, LLC.

GRANTEE:
DOUGLAS COUNTY

By: [Signature]
Steven C. Kenninger
Manager, Sierra Colina, LLC.

By: [Signature]
Doug N. Johnson
Chair, Board of Commissioners

Dated: JAN 29, 2016

Dated: February 18, 2016

State of NEVADA)
) ss.
COUNTY of DOUGLAS)

This instrument was acknowledged before me on this 29th day of January, 2016, by Steven C. Kenninger, on behalf of Sierra Colina, LLC.

[Signature]
Notary Public

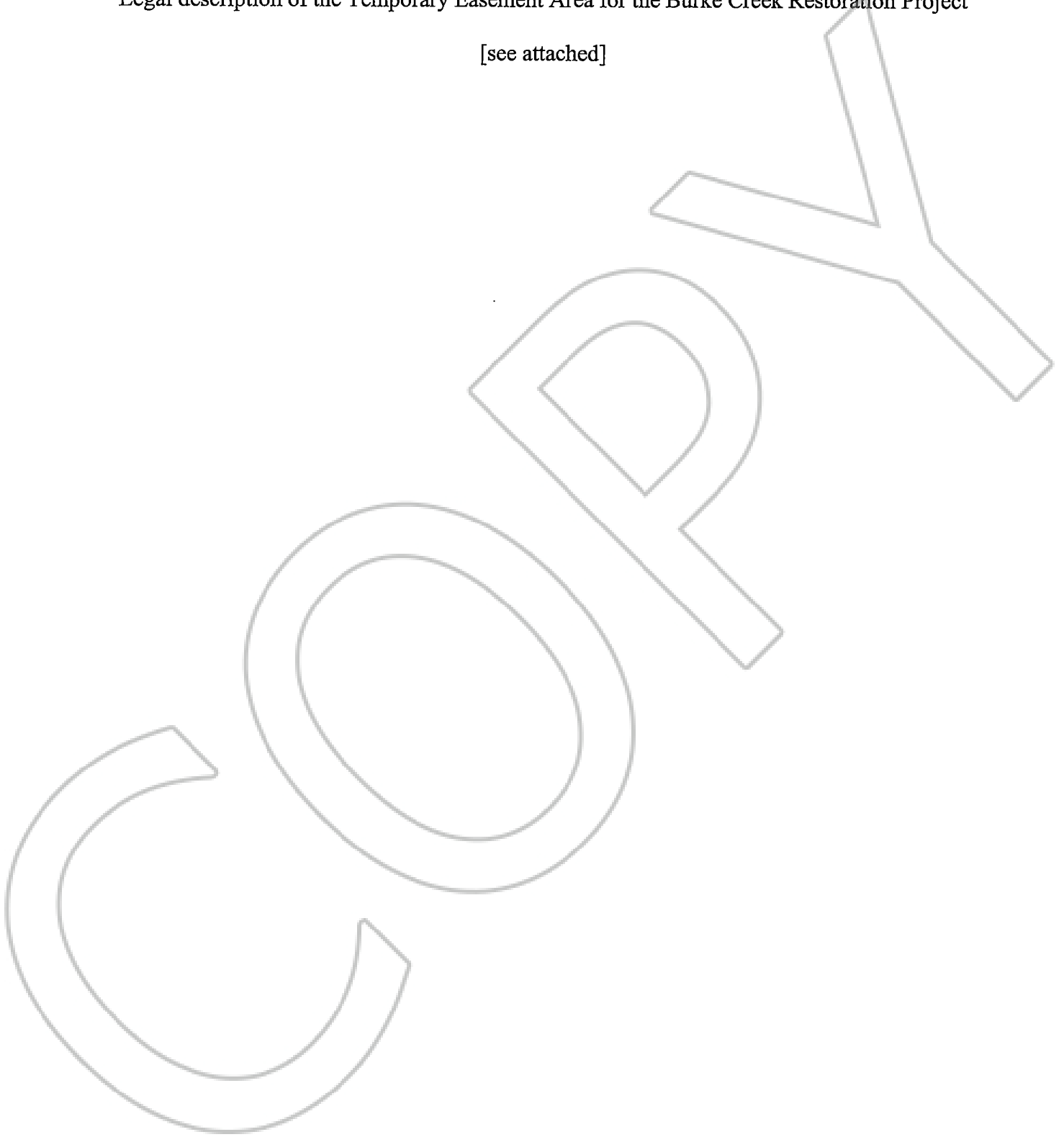
ATTEST:
Kathy Lewis, Douglas County Clerk-Treasurer
[Signature]



EXHIBIT A

Legal description of the Temporary Easement Area for the Burke Creek Restoration Project

[see attached]



**EXHIBIT A
LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT**

All that certain real property situate within a portion of the Southwest One-Quarter (SW 1/4) of Section Twenty-Three (23), Township Thirteen (13) North, Range Eighteen (18) East, Mount Diablo Meridian, County of Douglas, State of Nevada, and more particularly described as being a portion of Parcel A per Parcel Map for The Estate of Elizabeth Schulz Rabe, recorded September 21, 1990 in Book 990, Page 3206, Document No. 235099, in the Official Records of Douglas County, Nevada, and being more particularly described as follows:

BEGINNING at the Southwest corner of said Parcel A, also being on the East right-of-way of U.S. Highway 50 being the beginning of a non-tangent curve to the left;

THENCE departing said Southwest corner and along said East right-of-way and the West boundary of said Parcel A, from a tangent which bears North 02°00'39" West, 123.40 feet along the arc a 2540.00 foot radius curve through a central angle 02°47'01";

THENCE departing said common boundary, North 89°54'33" East, 457.14 feet;

THENCE North 71°22'17" East, 533.11 feet;

THENCE South 00°01'44" West 305.42 feet to the South boundary of said Parcel A;

THENCE along said South boundary, North 89°19'33" West 954.91 feet to the aforementioned Southwest corner of said Parcel A and East right-of-way and the **POINT OF BEGINNING**;

Containing 3.83 acres land, more or less.

See *EXHIBIT A-1 attached hereto and made a part hereof.*

The Basis of Bearings for this description is Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94 – HARN)

Prepared by:
Wood Rodgers, Inc.
5440 Reno Corporate Dr.
Reno, NV 89511

Daniel A. Bigrigg, P.L.S.
Nevada Certificate No. 19716

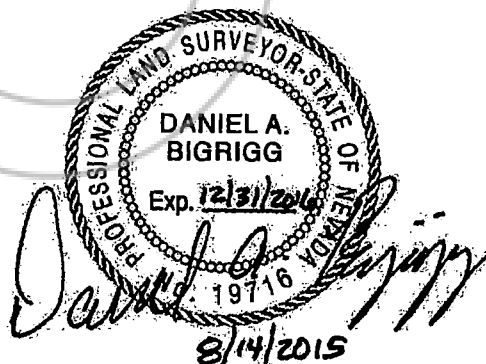


EXHIBIT A-1

Map of the Temporary Easement Area for the Burke Creek Restoration Project

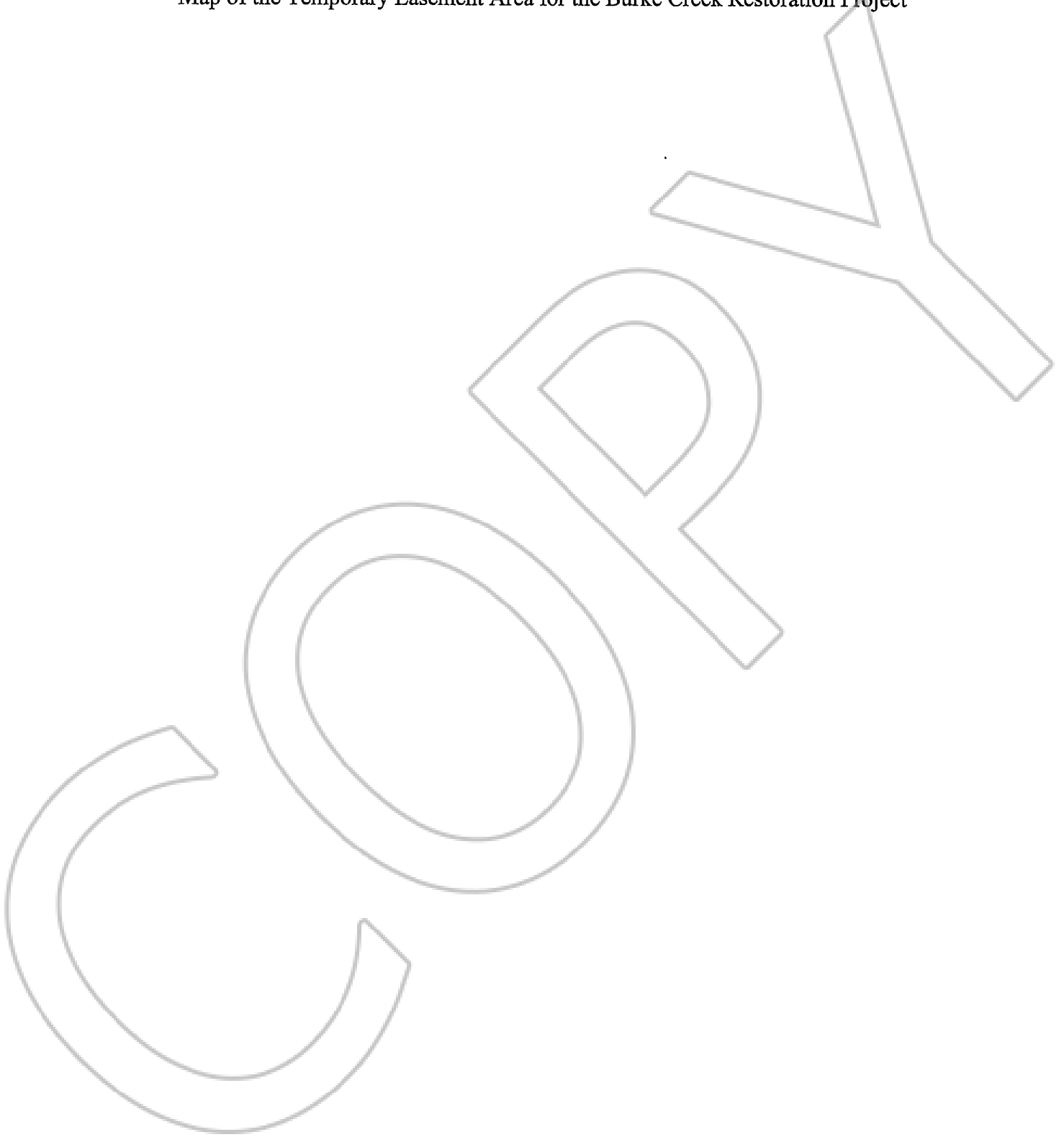
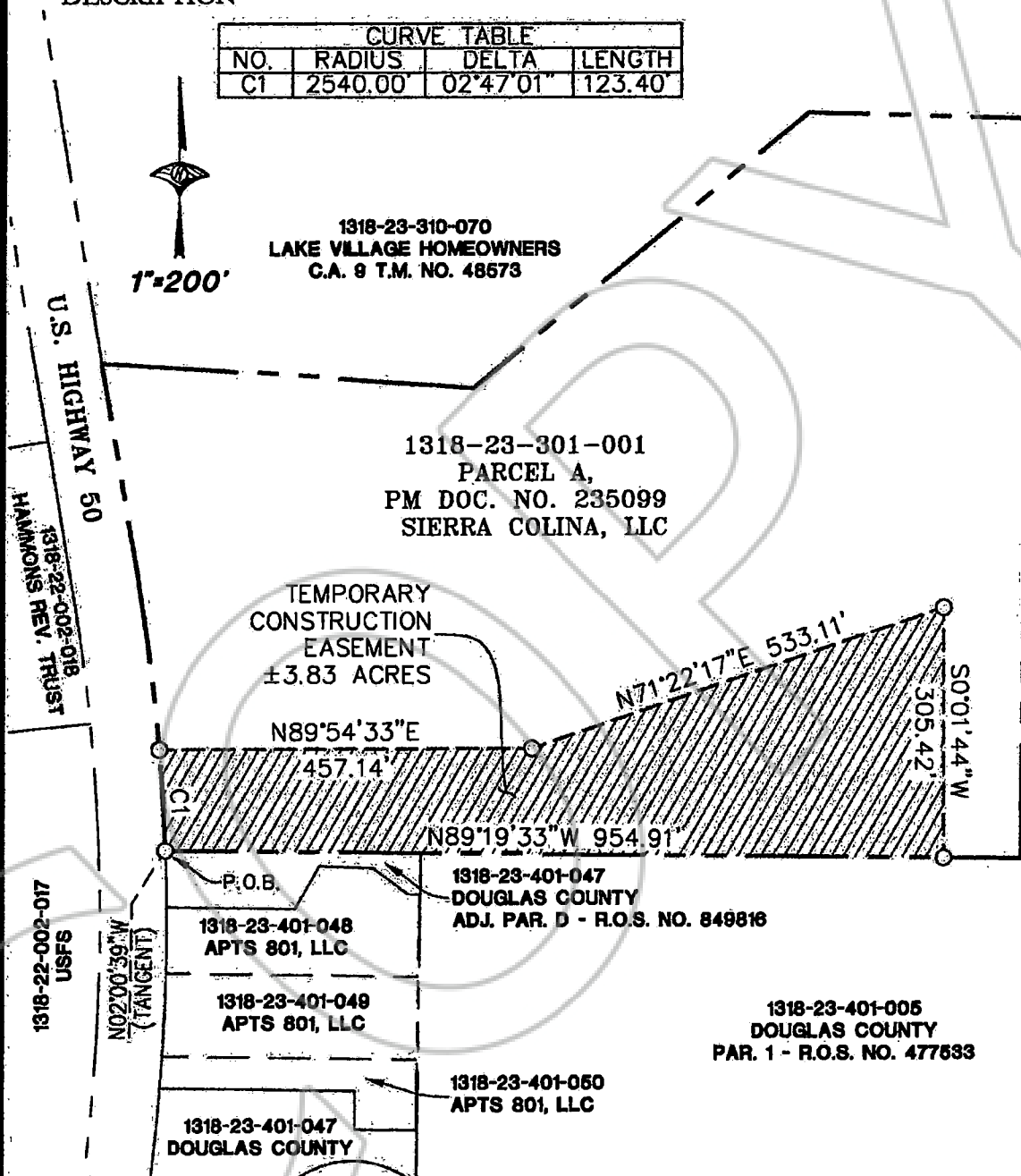


EXHIBIT A-1
 PLAT TO ACCOMPANY
 DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
 BEING A PORTION OF THE SW 1/4 OF SECTION 23
 TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.M

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	2540.00'	02°47'01"	123.40'



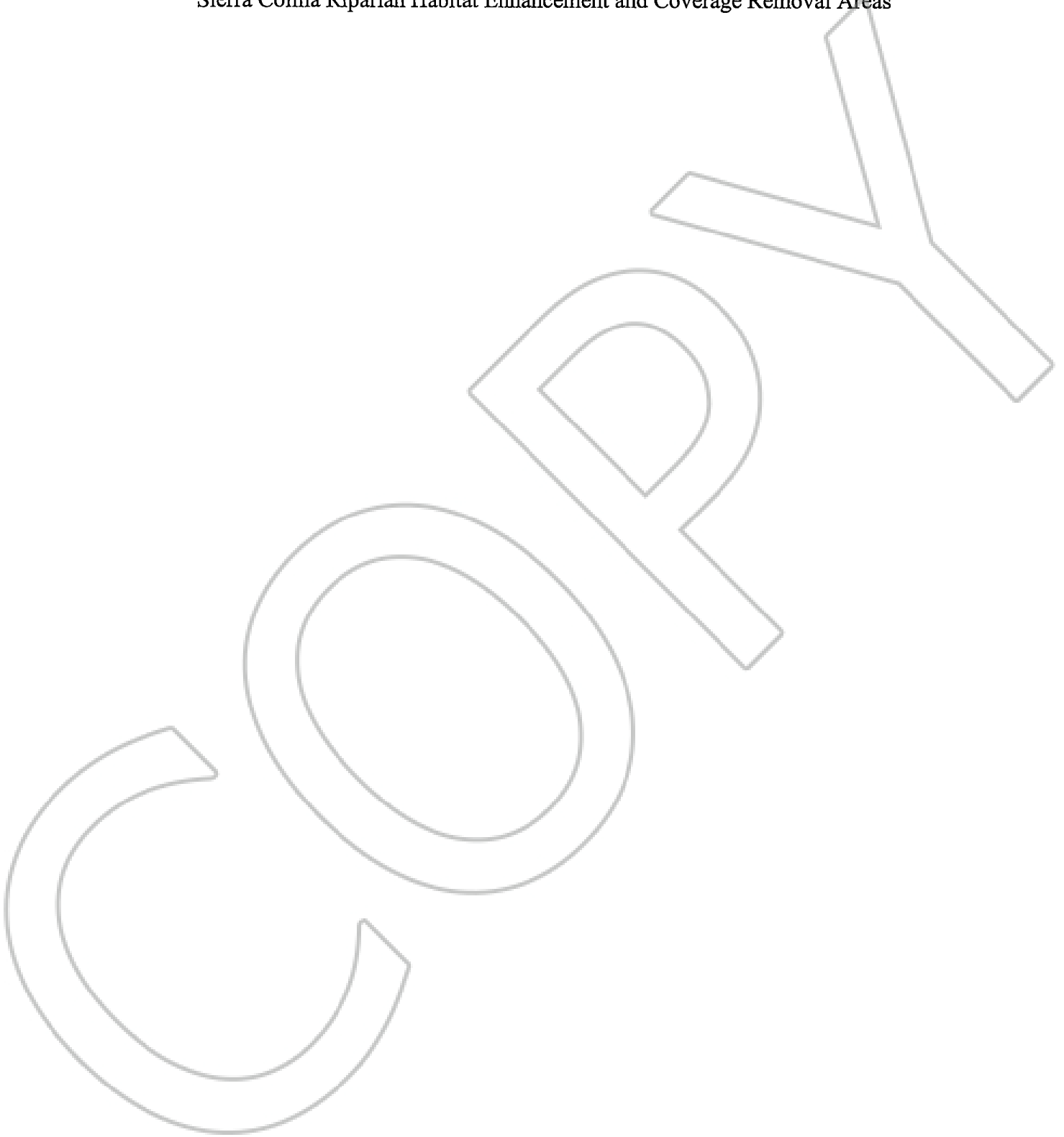
JOB NO. 8484.002
 SHEET 1 OF 1

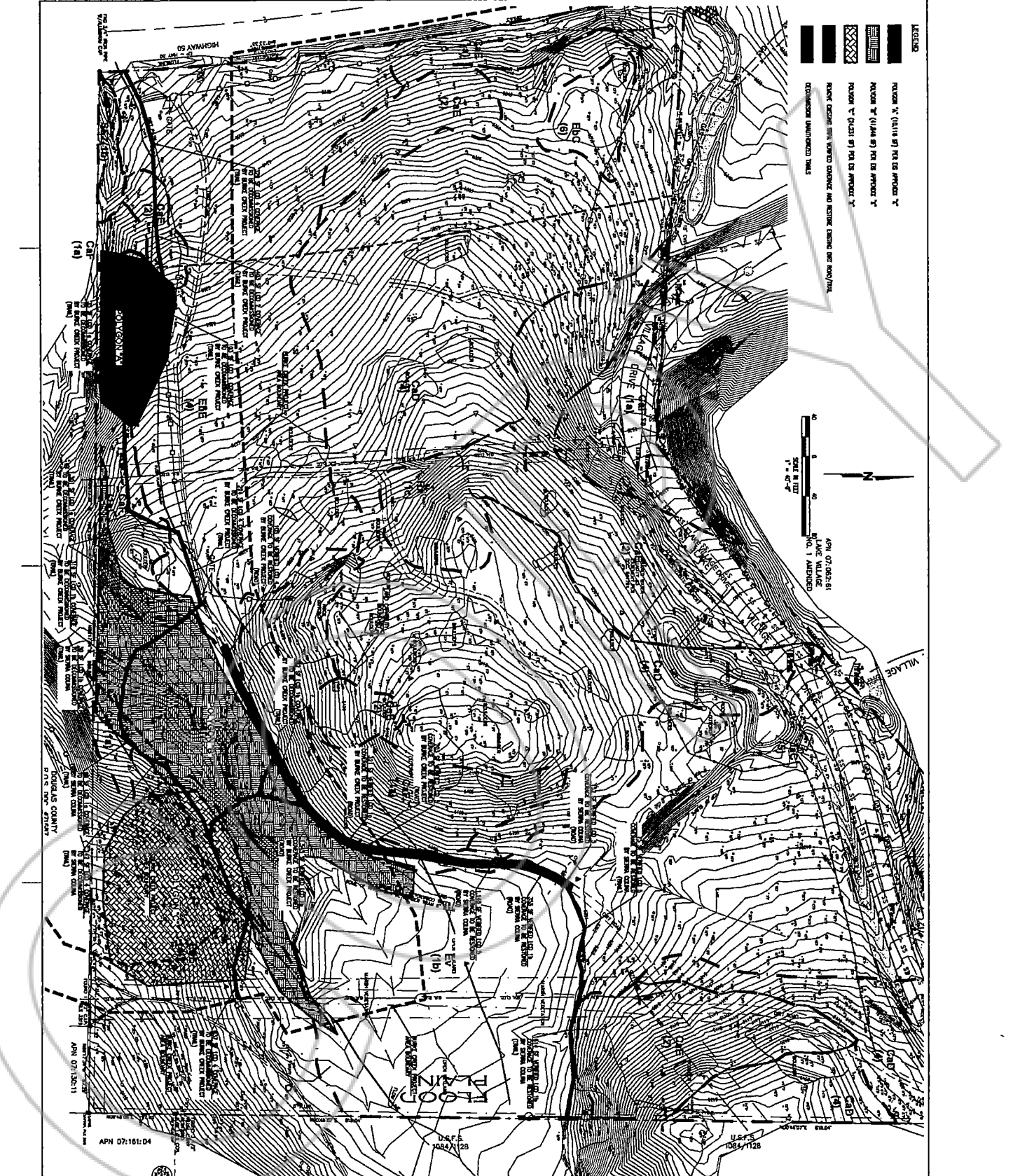


WOOD RODGERS
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS
 5440 Reno Corporate Drive Tel 775.823.4066
 Reno, NV 89511 Fax 775.823.4066

EXHIBIT B

Sierra Colina Riparian Habitat Enhancement and Coverage Removal Areas





ANCE
 1405 B. Albridge Ave. Suite 111
 Menlo Park, CA 94025
 (770) 326-8465 Fax (770) 326-8206

**SIERRA COLINA
 RIPARIAN HABITAT
 ENHANCEMENT AND
 COVERAGE REMOVAL
 1316-23-301-001**

OWNER:
 STEVE KENNINGER
 SIERRA COLINA LLC
 P.O. BOX 460
 GLENBROOK, NY, 89413

PROJECT NO:	ANM04.14
REVISION NO:	
DRAWN BY:	
CHECKED BY:	
DATE:	10-05-15

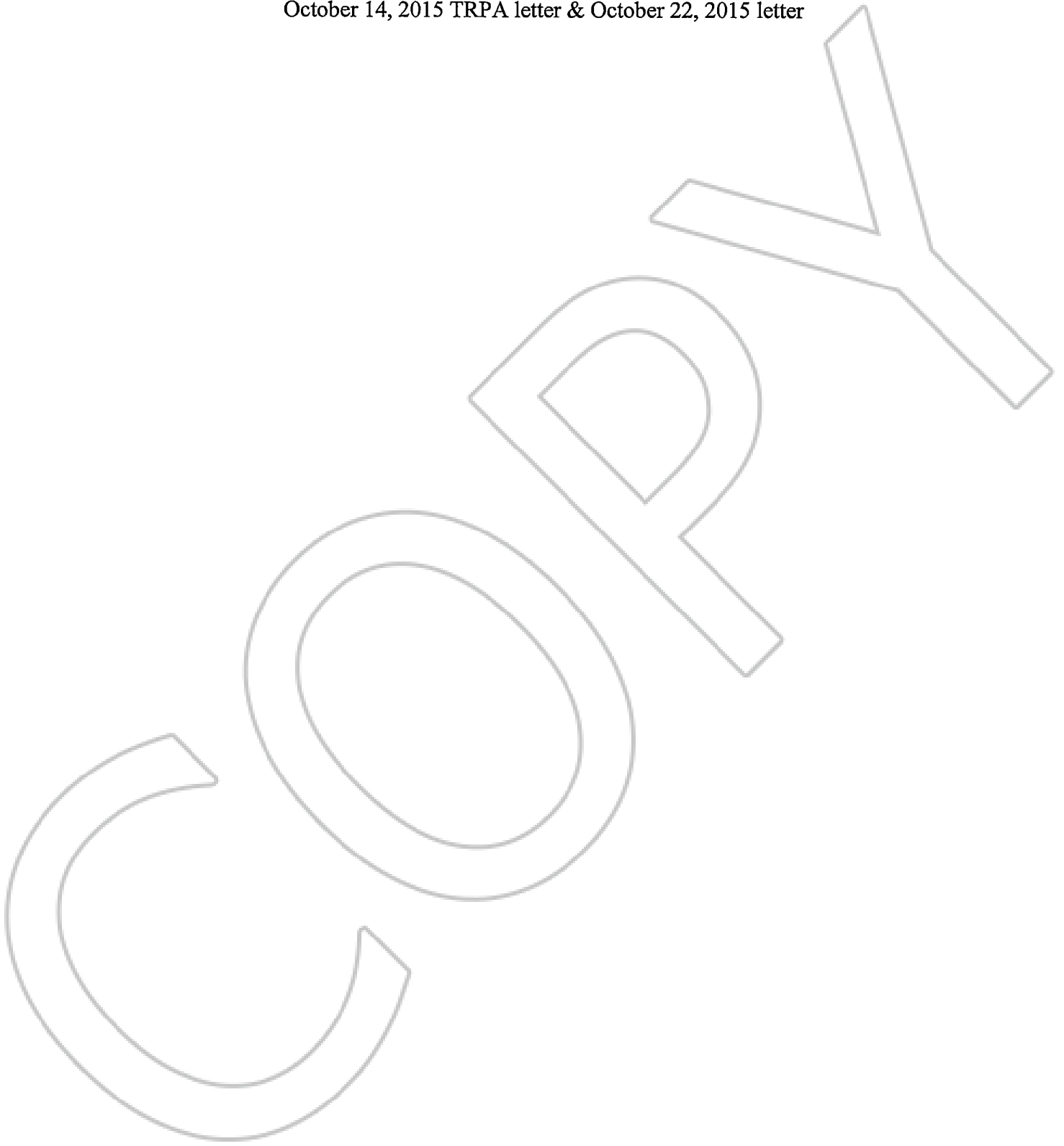
SHEET TITLE:
 RIPARIAN HABITAT
 ENHANCEMENT AND
 COVERAGE REMOVAL AREAS

DOWGND
 1

SHEET 1 **OF** 1

EXHIBIT C

October 14, 2015 TRPA letter & October 22, 2015 letter





**TAHOE
REGIONAL
PLANNING
AGENCY**

Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.org



October 14, 2015

Jason Drew
Associate Scientist
NCE
PO Box 1760
Zephyr Cove, NV 89448

**INTEGRATION OF BURKE CREEK RESTORATION PROJECT (TRPA FILE NUMBER EIPC2008-0028)
AND SIERRA COLINA EIS APPENDIX X AND RIPARIAN ENHANCEMENT PROJECT (TRPA FILE
NUMBER ERSP2013-1123)**

Dear Mr. Drew:

TRPA, NTCDC, Douglas County and Sierra Colina have all agreed that integration of the Sierra Colina riparian enhancement and coverage removal requirements that are part of the TRPA Permit ERSP2013-1123 into the Burke Creek Restoration Project will minimize the impacts to the Burke Creek Stream Environment Zone by consolidating construction impacts. The project partners have met to determine what elements may be integrated and how the implementation of them will satisfy specific Sierra Colina requirements.

A small portion of the restoration required per Sierra Colina EIS Appendix X and the Riparian Enhancement Plan fall outside of the Burke Creek Project area. Sierra Colina will be required to construct the work outside of the Burke Creek Project area. In an effort to coordinate construction efforts and minimize construction impacts, Sierra Colina will need to get a separate grading permit from TRPA to permit the work.

The Burke Creek Restoration Plans and associated documents and the Sierra Colina Grading Permit, once reviewed and approved by TRPA, will satisfy the following requirements of the Sierra Colina Multi-Family Development Project approval:

1. The 2015 Sierra Colina Multi-Family Development Permit, Special Condition 3 (bullets 6 & 7) and Special Condition 4M.
2. Sierra Colina EIS Appendix X, the Riparian Habitat Enhancement Plan.
3. Sierra Colina EIS Mitigation Measures 4.4.1-5B.

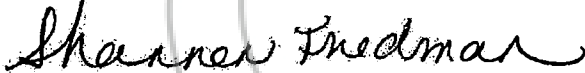
imagine. plan. achieve.

The specific design elements that will be included in the Burke Creek Restoration Plans and associated documents to ensure the project meets the above Sierra Colina Project requirements include:

- A. Removal and restoration of existing class 1b coverage within the Burke Creek project area.
- B. Removal and restoration of unauthorized trails and erosion control treatments on unstable lands within the Burke Creek project area.
- C. Remove woody debris within and adjacent to Burke Creek that are not in conflict with specific elements of the Burke Creek Restoration Project.
- D. Removal of debris associated with human activity within the Burke Creek project area.

TRPA will review the Burke Creek Plans and associated documents to ensure they meet both the goals of the Burke Creek Restoration Project and satisfy the above listed Sierra Colina Project approval requirements. Once the Burke Creek Restoration Project is complete, TRPA will perform a final inspection to verify that all elements of project approval are satisfied. Once items A-D are complete and Sierra Colina has completed the requirements of the Grading permit that cover the restoration outside of the Burke Creek Project area, Sierra Colina will have satisfied the conditions of project approval listed above (items 1-3).

Sincerely,



Shannon Friedman
Senior Planner
Current Planning Division

CC: Michael Pook, Nevada Tahoe Conservation District
Erik Nilssen, Douglas County Community Development
Theresa Avance, Tahoe Regional Planning Agency



PO Box 915
400 Dorla Court
Zephyr Cove, NV 89448
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Fax (775) 586-1612
www.ntcd.org

October 22, 2015

Jason Drew
Associate Scientist
Nichols Consulting Engineers
PO Box 1760
Zephyr Cove, NV 89448

**INTEGRATION OF BURKE CREEK RESTORATION PROJECT (TRPA FILE NUMBER EIPC2008-0028)
AND SIERRA COLINA EIS APPENDIX X AND RIPARIAN ENHANCEMENT PROJECT (TRPA FILE
NUMBER ERSP2013-1123)**

Dear Mr. Drew:

Tahoe Regional Planning Agency (TRPA), Nevada Tahoe Conservation District (NTCD), Douglas County and Sierra Colina agree that integration of the Sierra Colina riparian enhancement and coverage removal requirements into the Burke Creek Restoration Project will minimize the impacts to the Burke Creek Stream Environment Zone by consolidating construction impacts. The project partners have met to determine what elements should be integrated and how implementation will satisfy specific Sierra Colina requirements within the Burke Creek Restoration Project area.

A small portion of the restoration required per Sierra Colina EIS Appendix X and the Riparian Enhancement Plan falls outside the Burke Creek Restoration Project area. Sierra Colina is responsible for permitting and constructing work outside of the Burke Creek Restoration Project area.

NTCD will integrate the following specific Sierra Colina requirements that fall within the project area into the Burke Creek Restoration Project Design Plans and associated documents:

- A. Removal and restoration of existing class 1b coverage within the Burke Creek Restoration Project area. Needed actions outside of the Burke Creek Restoration Project area will be the responsibility of Sierra Colina.
- B. Removal and restoration of unauthorized trails and erosion control treatments on unstable lands within the Burke Creek Restoration Project area. Needed actions outside of the Burke Creek Restoration Project area will be the responsibility of Sierra Colina.

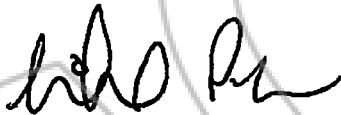
- C. Removal of human placed woody debris within and adjacent to Burke Creek as identified at the November 6, 2015 field visit and that is not in conflict with specific elements of the Burke Creek Restoration Project. Needed actions outside of the Burke Creek Restoration Project area, if any, will be the responsibility of Sierra Colina.
- D. One-time removal of debris associated with human activity within the Burke Creek Restoration Project area. Needed actions outside of the Burke Creek Restoration Project area, if any, will be the responsibility of Sierra Colina.

NTCD will continue to work with TRPA and Sierra Colina to ensure that the Sierra Colina requirements as detailed above are fully integrated into the Burke Creek Restoration Project. Before issuing the EIP permit, TRPA will review the Burke Creek Plans and associated documents to ensure they meet the goals of the Burke Creek Restoration Project and satisfy the Sierra Colina Project approval requirements.

Implementation and integration of the Sierra Colina enhancement requirements associated with Burke Creek as set forth above are specifically conditioned on Sierra Colina granting permanent and temporary easements in favor of Douglas County for the Burke Creek Restoration Project by November 16, 2015 and entering into agreement with NTCD by December 1, 2015 to ensure payment for construction costs as described below.

Sierra Colina will pay the construction costs associated with adding items A—D to the Burke Creek Restoration Project, excluding any construction costs that the scope of the Burke Creek Restoration Project already includes or makes moot. The Burke Creek Restoration Project is responsible for all costs of project oversight, supervision, design, engineering, construction administration, permitting and all other soft and indirect costs incurred to implement, construct and complete the project per its documents, design report and specifications.

Sincerely,

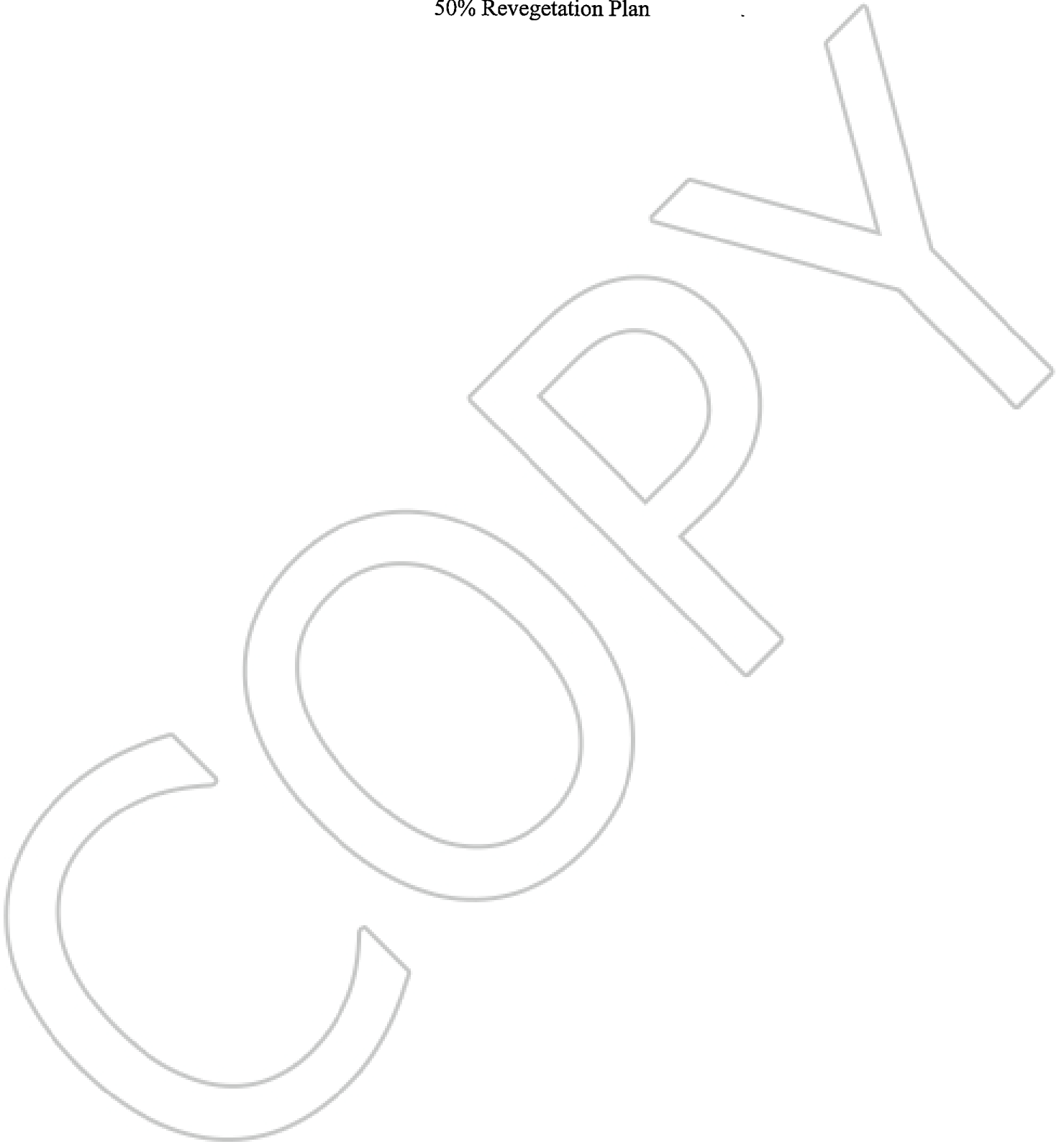


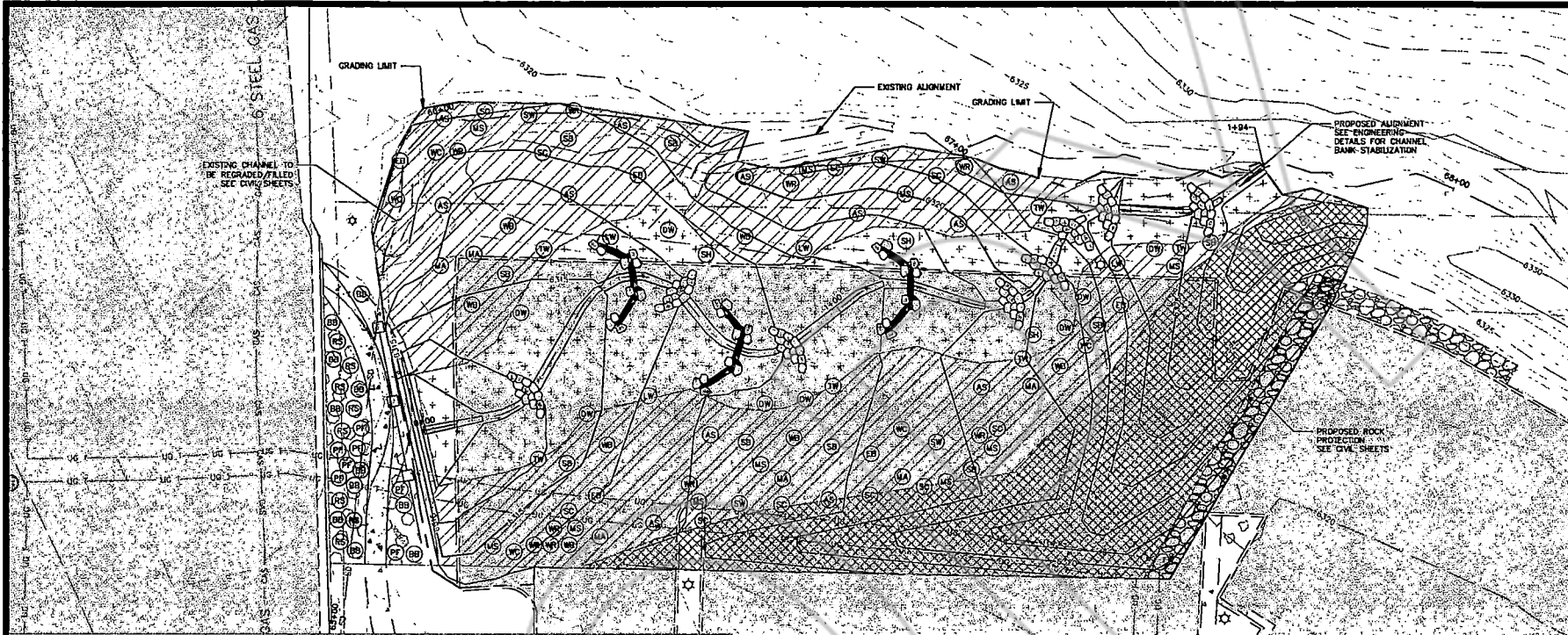
Michael Pook
Environmental Scientist
Nevada Tahoe Conservation District

CC: Theresa Avance, Tahoe Regional Planning Agency
Erik Nilssen, Douglas County Community Development
Shannon Friedman, Tahoe Regional Planning Agency

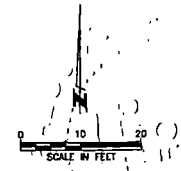
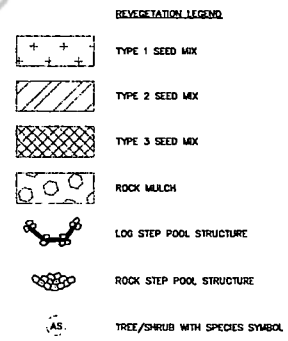
EXHIBIT D

50% Revegetation Plan





PLANT LEGEND	SYMBOLOGY	COMMON NAME	QTY	UNIT	PERENNIALS	SYMBOLOGY	COMMON NAME	QTY	UNIT
AS	+	Aspen	12	each	AS	Aspen	12	each	
SR	+	Sierra Red Fir	8	each	SR	Sierra Red Fir	8	each	
EW	+	White Fir	4	each	EW	White Fir	4	each	
EM	+	Mountain Hemlock	2	each	EM	Mountain Hemlock	2	each	
LN	+	Lodgepole Pine	4	each	LN	Lodgepole Pine	4	each	
DN	+	Douglas Spruce	8	each	DN	Douglas Spruce	8	each	
EA	+	Engelmann Spruce	5	each	EA	Engelmann Spruce	5	each	
MS	+	Mountain Sitka Spruce	10	each	MS	Mountain Sitka Spruce	10	each	
SC	+	Sitka Spruce	10	each	SC	Sitka Spruce	10	each	
SW	+	Western White Pine	8	each	SW	Western White Pine	8	each	
WY	+	White Pine	2	each	WY	White Pine	2	each	
ST	+	Stewart Spruce	10	each	ST	Stewart Spruce	10	each	
DB	+	Deer Branch	8	each	DB	Deer Branch	8	each	
MA	+	Mountain Ash	8	each	MA	Mountain Ash	8	each	
RS	+	Russet Bark	8	each	RS	Russet Bark	8	each	
PP	+	Pacific Dogwood	1	each	PP	Pacific Dogwood	1	each	
WB	+	Western Blueberry	11	each	WB	Western Blueberry	11	each	



50% DESIGN PLANS
NOT FOR CONSTRUCTION

NOTES:

- FINAL PLANT AND PERENNIAL LOCATIONS TO BE DETERMINED IN FIELD BY REVEGETATION SPECIALIST.
- PLANTS AND PERENNIALS TO BE SUPPLIED BY NTCO.
- SEE CIVIL ENGINEERING PLANS AND DETAILS FOR CHANNEL STABILIZATION AND GRADING DETAILS.
- NO TREES OR SHRUBS TO BE PLACED WITHIN LIMITS OF BERM OR AS DIRECTED BY ENGINEER.

DESIGNED/DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 09/18/2013
 SCALE: AS SHOWN
 PROJECT: 000
 SHEET: RVEG
 1 of 1

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20th day of July 2019

By [Signature] Deputy