

# **Attachment 11**

Public Comments

## Jen Daugherty

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**From:** Drew Davidson <drew@thedavidsongroup.net>  
**Sent:** Wednesday, November 05, 2014 12:08 PM  
**To:** Jen Daugherty  
**Subject:** FW: [8050HOMEOWNER] Fw: Inn at the Village 10/8/14 staff report

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Jen,

I'm trying to send this to you a second time. Please confirm if you receive this. Will you please distribute my comments to the members of the city council and confirm that they have received. I will try to make the 11/19 meeting as well to voice my objections as well but need to move some previously scheduled items on my calendar to make it work. Thank you.

Dear members of the City Council,

I was certainly surprised to see the new architectural drawings for the proposed Inn at the Village, and am quite frankly appalled that these changes are even being considered. The previously approved plans for that building site were in line with the North Village Specific Plan (NVSP) and the General Plan as well. The new proposal is a massive change, and negatively impacts every owner at 8050, our property values (and subsequent impact on the town's property tax rolls upon any sales) and several of our property rights that were guaranteed in the NVSP. The increased building height proposed for The Inn at the Village and the proposed reduced distances between the existing 8050 buildings and the Inn even adversely affects many of the other property owners in the Village by effectively creating a building wall blocking the views of the valley for them as well, albeit to a lesser extent on an individual level, but to a much larger pool of properties.

On page 96, the NVSP clearly states in regards to views:

### **"C. Views**

**Preservation of views and vistas is an important goal of the NVSP and of the General Plan. The following guidelines are intended to ensure that future development of the Mammoth Crossing sites will respect and preserve views, consistent with the community vision.**

- **Building heights, form and massing should respond to topography and the surrounding forest and mountainsides, so as to maintain the sense of a Village in the Trees.**
- **Buildings should be oriented and massed so as to frame, not obstruct, significant views to the Sherwin range and Mammoth Knolls.**
- **The tallest building heights should generally be massed away from neighboring residential development through use of step-backs and setbacks."**

The increased building height and closer proximity between the existing 8050 buildings and the proposed Inn (Building C) violates every single one of these points. Regardless of the change in use to a hotel, Building C should conform to Buildings A & B in height, spacing and concept, and the proposed changes are a clear case of overreach by the new developer. The architectural drawings the developer has submitted fail to show the true view obstructions the changes represent—they pick only very corners of 8050 (#10 and #11) to show the impact of the proposed changes but conveniently ignore that the entire eastern elevation will be blocked off

and shadowed by their much taller building. The roofline of the proposed building isn't even in the depictions of the views from those locations, showing you just how much of the view would be blocked. Throughout the Village, building heights should conform to the topography so every owner and guest can enjoy the views of the valley and surrounding mountains as guaranteed in the NVSP—their proposal should not be allowed to flip that concept on its head.

I have been coming up to Mammoth for just shy of 4 decades, and I truly enjoy my time up there in both the winter and the summer. My family has always felt an affinity for the town, the mountain and our friends up there. We've owned condos in Mammoth Point in the 70's and '80's, in Snowcreek in the '90's through '00's, and we bought into 8050 when it was still under construction because we loved the Village idea and felt that the NVSP was an extremely well thought out development plan. It would be a shame to see the NVSP adjusted so substantially when all the benefits accrue the developer and all the expenses are borne by adjacent property owners.

This new proposal is a disgusting and thinly veiled attempt by the newly come developer to increase his profits at the expense of all of the 8050 owners, many of us have been in the project long before he came into the picture. I urge the members of the city council to stay true to the North Village Specific Plan and deny these changes. Thank you for your careful consideration.

Regards,

Drew Davidson

**The Davidson Group**

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 Please consider the environment before printing this e-mail.

## Jen Daugherty

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**From:** Gerald Blank <gblank@san.rr.com>  
**Sent:** Wednesday, November 12, 2014 10:26 AM  
**To:** Jen Daugherty  
**Subject:** Re: Inn at the Village - objections for the TOML City Council meeting of 11/19/2014  
**Attachments:** Planning and economic development commission objections.pdf

Jen:

Please give this email and the attached objections to the members of the City Council of TOML and any other interested party or person for consideration well before the issue comes before the City Council at its meeting on 11/19/2014.

### OBJECTIONS TO INN AT THE VILLAGE REQUEST:

Dear Members of the TOML City Council:

I object to the planned Inn at the Village proposed project project. In addition to the attached objections which came before the PEDC, and are renewed fully for the City Council meeting of 11/19/2014, I state:

1. The proposed project violates every aspect of the NVSP (North Village Specific Plan) which was put in place simply to avoid development of this type and size. I would ask you: why did we work so hard on the NVSP is just to violate it after its hard fought adoption?
2. The developer has its facts all wrong in the first place (depending on many homeowner approvals from neighboring properties before the proposed project would be viable at all), and the location in question has already been approved by the TOML and this City Council for a project which does not violate the NVSP.

Respectfully submitted,

Gerald Blank

Gerald "Jerry" Blank  
Law Offices of Gerald Blank  
cell: 619-992-6733  
[www.geraldblank.com](http://www.geraldblank.com)

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This email is intended for the use of the addressee(s) only and may contain privileged, confidential, or proprietary information that is exempt from disclosure under law. If you have received this message in error, please inform us promptly by reply email, then delete the email and destroy any printed copy. Thank you.



LAW OFFICES OF  
**GERALD BLANK**

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SAN DIEGO, CALIFORNIA 92101-3582  
(619) 992-6733 gblank@san.rr.com

<b>Date:</b>	October 8, 2014	<b>Case/File No.:</b>	District Zoning Amendment 13-001, Vesting Tentative Tract Map 13-002, Use Permit Application 13-003, Design Review 13-003
<b>Place:</b>			Council Chambers, 2 <sup>nd</sup> Floor Minaret Village Shopping Center Mammoth Lakes, CA 93546
<b>Time:</b>	After 2:00 p.m.	<b>Project:</b>	Inn at the Village
<b>Agenda Item:</b>	3	<b>Location:</b>	50 Canyon Boulevard
<b>Appeal Status:</b>	N/A – Town Council is acting body	<b>General Plan:</b>	North Village Specific Plan (NVSP)
<b>Applicant/ Property Owner:</b>	Severy Realty Group/SFI Mammoth Owner, LLC	<b>Specific Plan:</b>	North Village Specific Plan (NVSP)
<b>Environmental Review:</b>	Subsequent Environmental Impact Report (SEIR)	<b>Zoning:</b>	North Village Specific Plan (NVSP)

What follows are my specific opposition, objections and notes on the proposed plan which is detailed above with the same header as was used in earlier staff submissions to you. I have been asked to speak on behalf of others who could not personally attend your meeting on October 8, 2014. I will.

I am an interest owner at 8050 Mammoth, a homeowner in the area (Beaver Trail, TOML - Mammoth Lakes), and own property on the Mammoth Lakes Airport. I have been coming to Mammoth since 1971.

This project, if ever completed and not just sold with the rights to develop, would establish very bad precedent and in itself, is not in either the design or economic development interest of TOML. It should not be approved.

It requests very substantial height (almost 100%), street set back (almost leaving none), and density variances from a well-argued and vetted TOML plan, especially for the “Village,” and does not even begin to argue justifications for these variances other than the well known economic one. (“Gee, we could make a lot more money selling if you’d just approve this.”) This project was approved before in smaller form (“8050c” a 21 fractional unit/33 room overall facility) but was not considered economically viable in that form and was never built. Translation: 8050c applicant did not think they’d make enough money conforming to the project as specified before and now are making another, much larger, run at it after losing hands down

before this Commission on an even larger proposal. So, while this may appear scaled down it is actually much larger than already approved plans. Applicant has been trying to sell the entire property, 8050 and Mammoth Crossing included, and now asks this Commission to help it in making more money by making the whole real estate package more saleable. Applicant really just wants to leave Mammoth. This Commission should simply say “no.” If Applicant wants to leave, it can do so, and sell to the best bidder where is, as is.

Truth be told, 8050c applicant could not successfully sell the property to another with just the smaller project being approved. They could not get their “price.” If approved, PEDC (Planning and Economic Development) and TOML can expect applications for more variances, etc., completely obliterating the existing and aforementioned TOML plan.

In the meantime, the applicant(s) have proven themselves bad neighbors and community members as it took a big hammer by TOML to get them to grudgingly do what had been agreed, and make the garage area facing Minaret Road somewhat more sightly. That was only done after substantial delays and the threats by the TOML to levy fines. The applicant(s) have been the subject of lawsuits by neighboring property owners and eventually admitted to building the 8050 project itself, which applicant(s) falsely claim will somehow be enhanced if this project is built, in error, and settled the lawsuits. (Suits were brought by Fireside, Fireside residents and owners Robert and Rebecca Hinkle and possibly others.) Applicant gave up garage space and access at 8050, and money to settle these suits “without admission of liability,” on the relatively recent dates of November, 2006 (Hinkle - an owner at Fireside) and in 2009 (Fireside itself).

Applicant proposes a very high 67 room hotel with food and beverage services. It neither specifies where those “food and beverage services” would come from (internal or nearby establishments?) nor seeks to justify its extraordinary height limits (50 feet approved, to 80 feet plus 4.5 feet - estimated - for HVAC and “other” rooftop materials).

All of this “assumes” approval by a majority of interests at 8050 itself, which is far from assured, despite joint ownership of a majority of 8050 interests by one of the applicants. That 8050 owner (iStar Financial, a.k.a., your applicant SFI Mammoth Owner, LLC.) is actively trying to sell its interests in 8050 itself and could lose its present majority voting power in 8050 at any moment. New owners, if individuals wishing to preserve a certain lifestyle at 8050 itself, would not approve of the proposed variances. Majority voting power is key to having approval to build the applied for “67 room hotel” on top of the existing 8050 parking garage. No vote has been taken on this so far. Applicant has not been able to find any materials considered by this Commission which reveal the true identities of the applicants for these variances.

One issue not dealt with anywhere this objecting party can find: was the 8050 garage initially engineered to hold the proposed 67 room hotel? The undersigned believes that answer is a definitive “no.” The 8050 garage itself would have to be re-engineered, and probably torn down, and then made strong enough to hold the proposed hotel. Nor is it built to current earthquake standards.

The variance for density has the same or similar daunting or impossible assumptions. In addition, it does not consider impact on traffic (nor does the CEQA report), or parking. The staff report considers PAOT but fails to adequately address parking and it cannot be assumed by this Commission the 8050 garage will be

available for that purpose. Many 8050 interest owners would, at this time, vote “no” on making its parking garage available to the proposed hotel. Where will vehicles for a 67 room hotel go? Note: the “staff report” on this parking issue does not evaluate the entire issue and available parking will depend on how much of the proposed hotel is full and how much of 8050 is full. Holiday and special event times have the potential of being parking “disasters.”

Parking adequacy depends on cross and other agreements with other facilities, which are far from assured.

There would be no “sense of exploration” if this project is built. (Staff Report, page 23 of 26.) If this project is ever built as proposed, it would be a monolith in an important area of the Village and will serve to keep people away, not lure them in.

This proposed project and its substantial variances should not be approved. In a nutshell, it seeks to pull some big city developer and owner wool over some very important local eyes.

Respectfully submitted,

Gerald Blank

GB:mm



November 12, 2014

Michael Asay  
1111 Forest Trails  
GSL #1407  
Mammoth Lakes, CA 93547-3459

Jamie Gray  
Town Clerk, City of Mammoth Lakes  
437 Old Mammoth Rd. Suite R  
Mammoth Lakes, CA 93546

Via email [jgray@townofmammothlakes.ca.gov](mailto:jgray@townofmammothlakes.ca.gov)

**RE: Opposition to proposed property development: "Inn at the Village"**

Dear Mr. Gray

I am the owner of a 4th floor unit in the Grand Sierra Lodge which faces the proposed development "Inn at the Village." My primary objection is the **zoning variance** requested as to the **height** of the development which will **adversely affect my view** of the Sherwin Mountains, particularly as a backdrop to the alpine architecture of the Village Lodge which I am a part. At 85 feet above the existing garage, the complex will rise up into the **center of my view corridor, blocking** a good percentage of the **mountains** and imposing a huge structure of completely **different architectural** character (see attached graphic). ***It will destroy the alpine setting of my unit, fundamentally reducing both my enjoyment of the unit and its value.***

I found it appalling that the Environmental Analysis of the Variance is silent on the view impact of the development to owners of existing units in nearby complexes. Surely such extensive impacts should be considered. And it is grossly unfair to have promulgated zoning ordinances which limit new development height, protecting existing view corridors, and then several years later grant zoning variances which defeats those very protections. In essence, you are giving new owners of the development MY view without compensation, something which we expect to be protected against with zoning laws.<sup>1</sup>

Furthermore, while the Environmental Analysis does attempt to consider view impacts from the surrounding streets from the ground level, the photographic "evidence" provided is sparse, and the specific locations are cherry picked so as to conclude "no impact." Move up the elevation and/or the specific location and this conclusion is highly suspect. There is little doubt that the view to those travelling down Minaret toward the complex will see NOT the Sherwin's but rather this monstrous hotel as it protrudes out and above the street. The developer's own analysis shows this quite graphically as "Key View 1" (exhibit 5.2-6) and it is quite startling in this regard! ***To use this analysis to conclude that the development has no view impacts beyond those already approved in the original proposal is laughable.***

In conclusion, there is no reason to permit such a large hotel in such a small space requiring major zoning variances. These variances impose uncompensated losses in value and enjoyment to many of the surrounding neighbors and result in a degradation of the ambiance of the Village itself.. In the short term perhaps the Town will generate marginally higher revenues in fees and TOT. However, in the long term, the development will be a net loss to the community and the town as lower values and taxes to other properties will offset these gains. ***Perhaps most important will be the loss in credibility the town enjoys by refusing to honor zoning laws for a one off development, and thereby imposing losses to owners who relied on these laws when purchasing their own home.*** "Once bitten, twice shy."

Sincerely

*Michael Asay*

Michael Asay  
GSL 1407

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<sup>1</sup> [Municipalities] must enact the regulations in accordance with a well-considered and comprehensive plan intended to avoid arbitrary exercise of government power. A comprehensive plan is a general design to control the use of properties in the entire municipality, or at least in a large portion of it. **Individual pieces of property should not be singled out for special treatment.** For example, one or two lots may not be placed in a separate zone and subjected to restrictions that do not apply to similar adjoining lands. [Zoning: Legal Dictionary by Farlex]

Mountain View Corridor from GSL 1407 (white lines)  
and Blocking Effect of Proposed "Inn at the Village"







**Approved Building C Condition**



LAW OFFICES OF  
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L. Allan Songstad, Jr., Esq.  
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**Via E-Mail - [jdaugherty@townofmammothlakes.ca.gov](mailto:jdaugherty@townofmammothlakes.ca.gov)**  
**and via FedEx**

November 14, 2014

Town Council  
Town of Mammoth Lakes  
c/o Jen Daugherty, Senior Planner  
437 Old Mammoth Road, Suite R  
Mammoth Lakes, CA 93546

***Re: Inn At The Village***

Dear Members of the Town Council:

This office represents Mammoth Fireside Condominium No. 1 Owners Association, a California unincorporated association ("Fireside").

On or about March 23, 2009, Fireside entered into a settlement agreement with iStar Financial, SFI Mammoth Holdings, LLC (collectively the "iStar Entities"), and Mammoth 8050 Homeowners Association, among others (the "Settlement Agreement"). The Settlement Agreement resolved various disputes between the parties that had been the subject of ongoing litigation. Pursuant to the Settlement Agreement, Fireside and the iStar Entities agreed that the iStar Entities would only have the ability to build within the existing 50 foot setback but no closer than thirty-five (35) feet of the Fireside buildings if Fireside was paid \$1 Million on or before November 28, 2014. Otherwise, the iStar Entities are subject to the existing fifty (50) foot setback in perpetuity. (See enclosed excerpts of the Settlement Agreement, Paragraphs 6(b) and 6(c).)

While Paragraph 6(b) of the Settlement Agreement referred to a contemplated structure known as "Building C", that has now been changed to the "Inn At The Village". Further, the submitted design of the Inn At The Village will violate the fifty (50) foot setback. Since the iStar Entities only have the ability to build within the fifty (50) foot setback if they acquire such rights by the payment set forth in the Settlement Agreement, Fireside hereby respectfully requests that the Town Council condition any approval of the Inn At The Village upon payment of the \$1 Million from the iStar Entities to Fireside by November 28, 2014. In the alternative, the Town Council

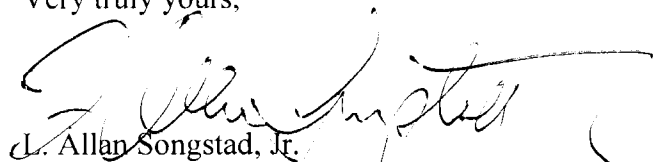
Town Council  
Town of Mammoth Lakes  
November 14, 2014  
Page 2

could, of course, approve a building that is outside the fifty (50) foot setback. Fireside also has concerns that the proposed building and especially its height would interfere with the sight line established in Paragraph 6(b).

If the Town Council approves the Inn At The Village as submitted, which includes building within the fifty (50) foot setback without conditioning said approval upon the acquisition of the right to build in the setback from Fireside, then Fireside will be forced to initiate litigation against the iStar Entities to enjoin them from building within the setback. Conditioning approval upon the acquisition of the right to build within the setback would avoid that litigation and the delays which would inevitably occur.

Thank you for your consideration.

Very truly yours,



L. Allan Songstad, Jr.  
of SONGSTAD RANDALL COFFEE & HUMPHREY LLP

cc: Severy Realty Group/SFI Mammoth  
Bob Szpila, Mammoth Fireside Condominium No. 1 Owners' Association

Enclosures

**SETTLEMENT AGREEMENT, MUTUAL RELEASE AND JOINT ESCROW  
INSTRUCTIONS**

This Settlement Agreement, Mutual Release and Joint Escrow Instructions ("Agreement") is entered into as of March 23, 2009 by and among MAMMOTH 8050, LLC, a Delaware limited liability company ("8050"), iSTAR FINANCIAL, INC., a Maryland corporation ("iStar"), SFI MAMMOTH HOLDINGS LLC, a Delaware limited liability company ("SFI"), MAMMOTH 8050 HOMEOWNERS ASSOCIATION, a California not for profit mutual benefit corporation (the "8050 Association") and MAMMOTH 8050 CONDOMINIUM ASSOCIATION, a California not for profit mutual benefit corporation ("Mammoth Association") (iStar, SFI, 8050 Association and Mammoth Association are collectively referred to herein as the "iStar Entities"), SEAN COMBS ("Combs"), WILLIAM BOEHRINGER ("Boehringer"), and MAMMOTH FIRESIDE CONDOMINIUM NO. 1 OWNERS ASSOCIATION, a California unincorporated Association ("Fireside"). All references to a "party" or the "parties" shall refer to a party or the parties to this Agreement.

**RECITALS**

WHEREAS, 8050 was the developer of the real property known as 8050 Mammoth and/or the 8050 Private Residence Club (the "8050 Property"), which property is located in the town of Mammoth Lakes, California (the "Town"). In or about December 2007, 8050 conveyed all of its right, title and interest in the 8050 Property to SFI, as the designee of iStar.

WHEREAS, the 8050 Property includes two completed buildings (Buildings A and B) which comprise one, two and three bedroom luxury condominiums and common areas, including a subterranean parking garage, a rooftop spa and retail spaces. The 8050 Property also includes a completed subterranean parking garage ("Parking Garage") which is the foundation for proposed Building C. Proposed Building C has not been constructed, other than the Parking Garage.

WHEREAS, the 8050 Association and the Mammoth Association are homeowners associations representing the owners of the condominium units in Buildings A and B. The 8050 Association and Mammoth Association own, among other things, certain of the common areas on portions of the 8050 Property.

WHEREAS, Fireside is the homeowners association representing the owners of condominium units in the condominium development known as the Fireside Condominiums (the "Fireside Property"). The Fireside Property is located adjacent to and directly south of the 8050 Property.

WHEREAS, 8050 and Fireside entered into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, dated as of December 14, 2004 (the "Purchase Agreement"). Under the terms of the Purchase Agreement, Fireside agreed to sell certain real property to 8050, and 8050 and Fireside mutually agreed to grant to each other certain easement and other rights.

WHEREAS, in connection with the Purchase Agreement, 8050 and Fireside executed that certain Irrevocable License and Maintenance Agreement ("License Agreement") and that certain Reciprocal Easement and Maintenance Agreement ("REMA") dated as of December 14,

4. **Release of Lis Pendens.** On or prior to the Closing Date, Fireside shall deposit in the Escrow a fully executed and notarized original Release of the Lis Pendens in the form attached hereto as Exhibit 1.

5. **Subordination Agreements.** On or prior to the Closing Date, iStar Entities shall deposit in Escrow agreements to subordinate all deeds of trust held by iStar Entities and secured by the 8050 Property to the Amended REMA ("Subordination Agreements"), in the forms attached hereto as Exhibit 2.

6. **Construction of the Parking Garage and Building C.**

(a) *Fireside Consent to Parking Garage.* The Parking Garage has been completed and SFI has received a Certificate of Occupancy from the Town. Fireside consents to and accepts construction of the Parking Garage as it exists, and will cooperate with and will not take any action to stop, alter, change or otherwise interfere with any efforts by SFI to comply with conditions imposed by the Town or that are otherwise, in SFI's judgment, necessary to maintain the Certificate of Occupancy.

(b) *Consent to Building C.* Subject to the setback and payment, if applicable, as provided for in Section (c) below, Fireside hereby consents to the construction of Building C as depicted in the approved design plans and/or the unapproved redesign footprint plans attached hereto as Exhibit 3 or as redesigned by the iStar Entities in their discretion, provided any such redesign maintains materially the same sight lines as the design plans attached as Exhibit 3 and the redesigned building is also used primarily for residential and/or transient occupancy purposes. Subject to the foregoing, Fireside hereby represents, warrants, covenants and agrees that it shall not, directly or by acquiescence, take any action to oppose, prevent, delay, or impair the construction of Building C. Fireside shall cooperate, as reasonably requested by SFI, with SFI in SFI's construction of Building C, provided that the foregoing agreement to cooperate shall not require Fireside to incur (or agree to incur) any liability or to pay or incur any additional cost or expense not otherwise provided to be paid or incurred by Fireside hereunder or under the terms of the Amended REMA. Fireside understands and agrees that SFI has no obligation under this Agreement (or any other agreement between the parties) to construct Building C or to consult with Fireside, or to obtain Fireside's approval, in relation to the construction of Building C.

(c) *Setback.* No improvement on the 8050 Property to be used for human habitation shall be constructed less than fifty (50) feet from the closest residential improvement existing on the Fireside Property as of the date of this Agreement. Notwithstanding the foregoing, the iStar Entities shall have an option to construct Building C less than fifty (50) feet but no closer than thirty-five (35) feet from the closest residential improvement existing on the Fireside Property, which option shall be exercisable at any time from the date the Amended REMA is recorded until November 28, 2014 (the "Option Period"). The option shall be exercised by paying Fireside the sum of One Million Dollars (\$1,000,000.00) ("Option Payment") as damages for building within the setback. If the iStar Entities commence construction on Building C, and the proposed design is within the fifty (50) foot setback, then the Option Payment shall be made within ten (10) days after the Commencement of Construction. For purposes of this Section 6(c), "Commencement of Construction" shall mean the date of the



delivery to the Building C site of any structural steel for vertical construction. Thus, if the iStar Entities make the Option Payment within the Option Period, then the iStar Entities shall have the right, in perpetuity, to construct Building C within the fifty (50) foot setback (subject to the thirty five (35) foot setback). If the Commencement of Construction is prior to the expiration of the Option Period, then the iStar Entities shall make the Option Payment within ten (10) days after the Commencement of Construction, even if the ten day period is after the Option Period. If the Option Payment is not made within the Option Period and the Commencement of Construction is not within the Option Period, then Building C shall not be constructed less than fifty (50) feet from the closest residential improvement existing on the Fireside Property.

**7. Termination of Purchase Agreement and REMA.**

(a) This Agreement supersedes and replaces the Purchase Agreement and all terms and provisions contained therein except for section 17.1 of the Purchase Agreement which shall remain in effect for purposes of Fireside's enforcement of its rights under this Agreement and the Amended REMA (defined below) and is incorporated herein. Each party hereby waives any and all ongoing rights under the terms of the Purchase Agreement and all further obligations of any party under the Purchase Agreement shall be terminated as of the Closing Date. The transfer of the Property, as defined in Section 1 of the Purchase Agreement, shall not be affected by this Agreement.

(b) Prior to the closing, the parties shall execute and deposit in Escrow an Amended and Restated Reciprocal Easement and Maintenance Agreement ("Amended REMA") in the form attached hereto as Exhibit 4. The Amended REMA shall supersede the License Agreement and REMA and all terms and provisions contained therein. Each party hereby waives any and all rights under the terms of the License Agreement and REMA. All obligations of any party under the License Agreement and REMA shall be terminated as of the Closing Date.

**8. Parking Spaces Easement.**

(a) The iStar Entities shall grant Fireside an easement for the exclusive use of fifty (50) parking spaces (the "Parking Spaces") on the upper level of the Parking Garage ("Fireside Portion" of the Parking Garage) in accordance with the terms of the Amended REMA.

(b) The iStar Entities shall be entitled temporarily to reduce the number of Parking Spaces for construction, maintenance, repairs, renovations, safety purposes, in the event of an emergency, or as a result of requirements by the Town or any other governmental agency, provided, however, that during the time the number of spaces is reduced, the iStar Entities shall provide valet parking for an equal number of spaces at their sole cost, either at the 8050 Property or at some other mutually agreed upon location arranged by the iStar Entities. In lieu of reducing the number of Parking Spaces and providing valet parking in accordance with this Section 8(b), the iStar Entities shall be entitled to temporarily relocate the Parking Spaces in another part of the Parking Garage or in the parking areas for Buildings A and B.

(c) Any valet parking provided by the iStar Entities pursuant to Section 8(b) shall be subject to the following: (i) valet service will be provided on a 24 hour/7 days per week basis; (ii) the iStar Entities shall be entitled to drop-off and pick-up vehicles at the three