IN THE BOARD OF SUPERVISORS

County of San Luis Obispo, State of California

Tuesday, April 24, 2024

PRESENT: Supervisors John Peschong, Bruce S. Gibson, Dawn Ortiz-Legg, Jimmy Paulding, and Chairperson Debbie Arnold

ABSENT: None

RESOLUTION NO. 2024-108
RESOLUTION APPROVING THE DANA RESERVE SPECIFIC PLAN PROJECT, ADOPTION OF THE DANA RESERVE SPECIFIC PLAN (LRP2020-00007), ADOPTION OF THE 2024 GENERAL PLAN AMENDMENT CYCLE 2 AND RELATED ORDINANCE AMENDMENTS, APPROVAL OF A VESTING TENTATIVE TRACT MAP (TRACT 3159), APPROVAL OF A CONDITIONAL USE PERMIT FOR OAK TREE REMOVAL AND GRADING/IMPERVIOUS SURFACES (SUB2020-00047), AND APPROVAL OF A DEVELOPMENT AGREEMENT.

The following resolution is hereby offered and read:

SPECIFIC PLAN

WHEREAS, Dana Reserve, LLC and NKT Development, LLC (the "Applicant"), in connection with the proposed development of a project known as the Dana Reserve Specific Plan ("DRSP" or "Project"), has filed a request for adoption of a Specific Plan (LRP2020-00007) to establish allowable land uses and development standards for approximately 288 acres of land located west of US 101, east of Hetrick Avenue, and south of Willow Road, Assessor Parcel Numbers ("APNs") 091-301-029, 091-301-031, and 091-301-073, formerly known as Cañada Ranch; and

WHEREAS, the 288-acre site is located on the west side and directly adjacent to Highway 101 on the northern boundary of the Nipomo URL. The project proposes to develop the site with approximately 1,370 residential units, of which a minimum of 156 will be deed-restricted affordable units, approximately 110,000 to 203,000 square feet of village and flex commercial,

visitor-serving, and educational use floor areas, approximately 6.3 acres of public park and recreation areas, and approximately 56 acres of open space. The DRSP will provide a land use and conceptual development plan with associated goals, policies, and development standards to guide future development of the site. It will do so by defining land uses and development standards, circulation, parks and trails, and infrastructure for the future proposed residential, commercial, and open space uses; and

WHEREAS, the County of San Luis Obispo's (the "County") General Plan Land Use and Circulation Element (South County Inland Area Plan) includes policy language related to the expansion of the Nipomo Urban Reserve Line ("URL") and preparation of a Specific Plan for the former Cañada Ranch property; and

WHEREAS, there are many benefits to preparing Specific Plans for the development of large properties, including comprehensive neighborhood planning, flexibility to create unique development standards, as well as future streamlining of the environmental review process for subsequent entitlements. Other benefits include being able to spread the burden of mitigation requirements between more units to reduce the cost to individual units, protect natural resources such as hillsides and oak trees, and reduce piecemeal development patterns; and

WHEREAS, on January 26, 2021, the County Board of Supervisors authorized the processing of the DRSP and authorized the Director of Planning and Building to enter into a Memorandum of Understanding ("MOU") to create a framework for concurrent processing by establishing coordination procedures and defining roles, responsibilities, and review criteria for processing the Project and its various entitlements; and

WHEREAS, the DRSP, as shown in Exhibit C, was prepared to conform to the requirements of Section 65451 of the California Government Code, which specifies that specific plans must contain: text and one or more diagrams that specify the distribution, location, and extent of land uses and infrastructure; standards and criteria by which development will proceed; and a program of implementation measures; and

WHEREAS, the DRSP allows for a more coordinated and cohesive development of the Cañada Ranch property compared to what is allowed under the existing Residential Rural land use category. The DRSP allows for a logical and orderly expansion of the Nipomo URL, including community water and sewer services, consistent with the South County Inland Area Plan's vision for the Cañada Ranch and the County Board of Supervisors' priority to increase the supply of housing in the unincorporated county; and

WHEREAS, the DRSP provides for the construction, improvement, and extension of transportation facilities, public utilities, and public services required for the long-term needs of the project and/or other area residents and complements the orderly development of the Nipomo urban area. The DRSP includes a phased buildout plan to ensure that the necessary services, utilities, and infrastructure are available and provided in each phase of development; and

WHEREAS, pursuant to Senate Bill 18 ("SB 18"), on June 29, 2021 the County sent letters to those Native American Tribes identified by the Native American Heritage Commission as having an interest in protecting and/or mitigating impacts to cultural places in Nipomo, inviting them to request consultation pursuant to SB 18; and

WHEREAS, consultation requests were received by two Native American Tribes, the Northern Chumash Tribal Council and the yak tityu tityu yak tiłhini Northern Chumash Tribe of San Luis Obispo County; and

WHEREAS, consultation with each of the Native American Tribes has concluded; and

WHEREAS, the DRSP would allow for the phased development of a 288-acre master-planned community with up to 1,370 residential units, 110,000-203,000 square feet (floor area) of commercial and non-residential (Visitor Serving/Hotel, Education) uses, a minimum of 61.9 acres of open space and recreation, and related circulation and infrastructure; and

WHEREAS, Housing Element Objective HE-2.00 states the County will facilitate the development and preservation of housing that is affordable to households of moderate-income or lower, households of workforce-income, and seniors. The proposed project will help the County achieve this objective by providing 156 very-low income and low-income deed restricted affordable housing units in Neighborhoods (NBDs) 10A and 10B; and 383 multi-family units in NBDs 1 and 2 that, although subject to market trends, are expected to be affordable by design at the moderate and workforce income levels based on market studies conducted by the Applicant. These affordability goals are required to be verified through requirements of the Development Agreement; and

WHEREAS, the DRSP would create additional affordable housing stock due to the construction of at least 100 accessory dwelling units ("ADUs"), and additional ADUs could be constructed consistent with state housing law; and

WHEREAS, the DRSP would establish a multi-modal network of active transportation including sidewalks, bike lanes, and pedestrian and equestrian trails that link into the regional network within Nipomo; and

WHEREAS, the DRSP includes landscape and architectural design guidelines, and objective design standards, to ensure a cohesive and attractive design is achieved consistent with the historic character and architectural vernacular of Nipomo; and

WHEREAS, Chapter 2 of the proposed DRSP includes detailed regulations, such as density, setbacks, parking requirements, etc. for development of properties within the area covered by this specific plan; and

WHEREAS, the DRSP requires that a Homeowners Association ("HOA") or similar entity be established for the DRSP area to assume ownership and maintenance responsibility for all private common recreation, open space, circulation systems, and landscaped areas including drainage facilities, fencing, walls, tract signage, and trails; and

WHEREAS, findings of fact and determinations related to the specific plan are set forth in Exhibit A, attached hereto and incorporated by reference herein as though set forth in full; and

GENERAL PLAN AND ORDINANCE AMENDMENTS

WHEREAS, Section 65454 of the California Government Code provides that Specific Plans shall be consistent with the General Plan; and

WHEREAS, the County concurrently initiated a General Plan and Ordinance Amendment (LRP2020-00007) as shown in Exhibit D to ensure internal consistency with the Danta Reserve Specific Plan; and

WHEREAS, LRP2020-00007 amends the Land Use and Circulation Element of the General Plan (Part 1 Framework for Planning, Part 2 South County Inland Area Plan, Part 3 Nipomo Community Plan, and Part 4 Official Maps) to remove the Residential Rural ("RR") designation of the 288-acre Dana Reserve parcel (APN: 091-301-073); designate the Dana

Reserve parcel a new land use category called “Dana Reserve Specific Plan.”; extend the Nipomo URL boundary to include the following APNs: 091-301-073, 091-301-029, and 091-301-031; amend the Nipomo Community Land Use Category Map to add the Dana Reserve parcel (APN: 091-301-073); and replace references to Cañada Ranch with references to DRSP. Future Development pursuant to these amendments is contingent upon the annexation of APNs: 091-301-073; 091-301-029; and 091-301-031 into the Nipomo Community Services District (“NCSD”) boundaries; and

WHEREAS, LRP2020-00007 amends the Agriculture Element of the General Plan to include reference to the DRSP; and

WHEREAS, LRP2020-0007 amends the Open Space Element of the General Plan to include reference to the DRSP; and

WHEREAS, LRP2020-00007 amends the Land Use Ordinance (Title 22 of the County Code), to include the new land use category called “Dana Reserve Specific Plan”, remove references to Cañada Ranch, add references to the DRSP, and incorporate the DRSP by reference; and

WHEREAS, LRP2020-00007 amends the County Growth Management Ordinance (Title 26 of the County Code) to add reference to the DRSP and establish growth rate limits for the DRSP site consistent with the DRSP buildout and phasing plan; and

WHEREAS, the project is consistent with the San Luis Obispo County General Plan as a whole and as amended per LRP2020-00007. Per *Families Unafraid to Uphold Rural El Dorado County v. El Dorado County Board of Supervisors* [1998] 62 Cal.App.4th 1332, 1341-1342, perfect conformity with every general plan policy is neither achievable nor required. To be deemed consistent, a project, when considering of its aspects, “will further the objectives and policies

of the general plan and not obstruct their attainment." (*California Native Plant Soc'y v. City of Rancho Cordova* (2009) 172 Cal. App. 4th 603, 638.) A subdivision is consistent when it is "compatible with objectives, policies, general land uses and programs specified in the general plan." (Id.) The County Board of Supervisors has evaluated the project's consistency with the General Plan as a whole and finds the project is not inconsistent with the San Luis Obispo County General Plan as a whole and does not conflict with a General Plan policy that is fundamental, mandatory, and clear. The proposed DRSP is consistent with and will implement the South County Inland Area Plan's vision for the Cañada Ranch property and responds to the County's housing supply shortage by providing residential development, including deed-restricted affordable housing, affordable by design housing, affordable ADU housing units, and workforce housing. Consistent with the South County Area Plan's vision for the subject property, the DRSP also proposes approximately 22 acres adjacent to Highway 101 that will be designated for commercial uses. The proposed commercial areas are broken into two categories. The first is identified as Village Commercial, which will provide retail and service establishments for area residents and travelers along Highway 101. The DRSP also includes a Flex Commercial area that will allow for commercial, service, and small-scale industrial uses. This area is intended to facilitate local job creation, provide limited areas for service establishments, and provide areas for development of public and educational facilities. Refer to Section 4.11 (Land Use Planning) of the Final Environmental Impact Report ("EIR") for the DRSP for a comprehensive analysis of the project's consistency with the General Plan; and

WHEREAS, State Planning Law allows any mandatory element of the General Plan to be amended as many as four times in a calendar year and to date this calendar year one amendment has occurred to the Land Use and Circulation Element, no amendments have

occurred to Agriculture Element, and no amendments have occurred to the Open Space Element; and

WHEREAS, the proposed amendment to the Title 22 Land Use Ordinance as shown in Exhibit E provides for the orderly development of the DRSP area; and

WHEREAS, the proposed amendment to the Title 26 Growth Management Ordinance as shown in Exhibit F provides for the orderly growth of the DRSP area; and

WHEREAS, the proposed Development Agreement as shown in Exhibit G provides for the orderly development of the Dana Reserve Specific Plan project and provides assurances to both the Applicant and the County regarding project timeframes, project phasing, construction of affordable housing and accessory dwelling units, a down-payment assistance program, a local preference program and the construction of public improvements and facilities; and

WHEREAS, the Development Agreement for the project implements the Dana Reserve Specific Plan and related entitlements as evaluated in the certified Final Environmental Impact Report ("FEIR") and does not introduce any new potential environmental impacts; and

WHEREAS, the Board of Supervisors finds that the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan of the County of San Luis Obispo, as described below, and as further detailed in the accompanying staff report and findings prepared for this project.; and

WHEREAS, findings of fact and determinations related to the general plan and ordinance amendments are set forth in Exhibit A, attached hereto and incorporated by reference herein as though set forth in full; and

TRACT

WHEREAS, the Applicant concurrently filed a request for approval of a Vesting Tentative Tract Map (Tract 3159) to implement the development of the DRSP; and

WHEREAS, Tract 3159 is a request for a large-lot subdivision to subdivide approximately 288 acres of the DRSP area property into 21 private lots and 22 common area lots, for phasing and financing, as shown in Exhibit H; and

WHEREAS, a 2.53-acre common area lot created by Tract 3159 would be for the future development of a fire station, shown as Lot B/22 in Exhibit H; and

WHEREAS, Trat 3159 does not include a grading plan because the lots created by the large-lot subdivision are solely for phasing and financing and would be further subdivided in phases, and those further small-lot subdivisions would include proposed grading plans; and

WHEREAS, in connection with VTTM 3159, a new north-south collector roadway ("Collector A") would be constructed through the DRSP area that would extend North Frontage Road and connect Tefft Street and Willow Road; and

WHEREAS, in connection with VTTM 3159, a new north-south collector roadway ("Collector B") would be constructed through the DRSP area that would connect Pomeroy Road and Willow Road; and

WHEREAS, in connection with VTTM 3159, a new east-west collector roadway ("Collector C") would be constructed through the DRSP area that would connect Collector A and Collector B; and

WHEREAS, proposed road names will be submitted with future small-lot subdivisions; and

WHEREAS, findings of fact and determinations related to Tract 3159 are set forth in Exhibit A, attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, conditions of approval are set forth in Exhibit B, attached hereto and incorporated by reference herein as though set forth in full; and

SENATE BILL 330

WHEREAS, Senate Bill 330 ("SB 330") seeks to expedite the approval process for housing projects by imposing strict time limits on project processing and by limiting the number of hearings allowed to five; and

WHEREAS, SB 330 limits the ability of local governments to impose new conditions, restrictions, or changes that could delay or increase the cost of development and ensures that once a project is deemed complete and meets local zoning and land-use requirements, it cannot be subjected to further changes or exactions; and

WHEREAS, the County accepted the Applicant's SB 330 Preliminary Application and acknowledges the Applicant or subsequent developer is entitled to certain vesting and streamlining provisions pursuant to SB 330 as set forth in the County's letter dated October 15, 2020; and

CONDITIONAL USE PERMIT

WHEREAS, the County's Oak Tree Ordinance (Land Use Ordinance Section 22.58) applies to sites located outside of Urban or Village areas within the inland portions of the unincorporated areas of San Luis Obispo County and applies to the clear-cutting of oak woodland and requires a Conditional Use Permit when more than 3 acres of oak woodland is removed; and

WHEREAS, the Applicant concurrently filed a request for approval of a Conditional Use Permit for Oak Tree Removal and Grading and Impervious Surfaces (SUB2020-00047) to implement the development of the DRSP; and

WHEREAS, in connection with the DRSP, a Biological Resources Assessment was prepared and submitted that identifies the need to remove 75 acres of oak woodland, including approximately 3,135 individual oak trees in various states of health as shown in Exhibit I; and

WHEREAS, as part of the General Plan Amendment and Specific Plan, the Project site would be incorporated into the Nipomo Urban Reserve Line, and the County's Oak Tree Ordinance would not apply to the oak woodland removal proposed as part of the future development; and

WHEREAS, The Applicant has elected to incorporate the oak woodland removal into the Conditional Use Permit for grading and site disturbance; and

WHEREAS, the EIR includes mitigation to compensate for impacts to oak trees, including protection of non-impact tress in excess of the requirements of the County Oak Tree Ordinance (refer to Mitigation Measures BIO/mm-15.1, BIO/mm-18.1, BIO/mm-18.2, BIO/mm-18.3, BIO/mm-18.4, and BIO/mm-19.1); and

WHEREAS, the County Land Use Ordinance requires a Conditional Use Permit for projects that involve 3 or more acres of site disturbance or impervious surface areas (Section 22.08); and

WHEREAS, findings of fact and determinations related to the Conditional Use Permit are set forth in Exhibit A, attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, conditions of approval are set forth in Exhibit B, attached hereto and incorporated by reference herein as though set forth in full; and

CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") and State CEQA Guidelines, an EIR was prepared to describe and analyze all potential adverse environmental impacts of the Project, and on June 16, 2022, the County and the Governor's Office of Planning and Research distributed the Draft EIR, which identified and evaluated the potential environmental impacts of the proposed project and associated entitlements to interested parties and responsible agencies (State Clearinghouse Number #2021060558) for a 45-day public review period, from June 16, 2022 to August 1, 2022; and

WHEREAS, On August 4, 2023, the Final EIR was made available and the Response to Comments on the Draft EIR was included in the Final EIR; and

WHEREAS, the San Luis Obispo County Board of Supervisors reviewed and certified the Final EIR prepared for the project pursuant to Section 15091 of the State CEQA Guidelines (14 California Code of Regulations) and Section 21081 of the Public Resources Code; and

NIPOMO COMMUNITY SERVICES DISTRICT ANNEXATION

WHEREAS, the DRSP requires the provision of water and waste water service to serve future development of the DRSP; and

WHEREAS, the DRSP is within the NCSD Sphere of Influence; and

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, allows the Applicant to initiate proceedings for annexation of territory to the NCSD service area; and

WHEREAS, annexation of the DRSP area into the NCSD service area will allow the NCSD to provide infrastructure, facilities, and services that will permit the development of the DRSP area in a manner consistent with the County's General Plan (as amended by LRP2020-00007); and

WHEREAS, the Applicant will be required to comply with the NCSD's District Code and Annexation Policy to ensure the DRSP project funds or constructs the water and wastewater infrastructure necessary to serve the project without adverse impacts on the NCSD's ability to serve existing and future users; and

WHEREAS, the Project would require a Property Tax Revenue Exchange Agreement between the NCSD and the County; and

WHEREAS, future development proposed by the DRSP, General Plan and Ordinance Amendment LRP2020-00007, Vesting Tentative Tract Map 3159, and Conditional Use Permit SUB2020-00047 is contingent upon successful annexation into the NCSD service area; and

HEARINGS AND NOTICING

WHEREAS, on August 30, 2023, October 23, 2023, and October 24, 2023, the County Planning Commission conducted a duly noticed public hearing, at which time all persons wishing to testify were heard and the project was fully considered; and

WHEREAS, on October 24, 2023, the County Planning Commission recommended that the County Board of Supervisors approve the DRSP including LRP2020-00007, Tract 3159, and SUB2020-00047; and

WHEREAS, a public hearing was duly noticed and conducted by the County Board of Supervisors on April 23 and April 24 regarding the Project, at which time all persons wishing to

testify were heard and the Project was fully considered, and determination and decision was made on April 23 and April 24; and

WHEREAS, the County has made certain findings of fact, as set forth in Exhibit A to this Resolution, attached hereto and incorporated herein, based upon the oral and written evidence presented to it as a whole and the entirety of the administrative record for the Project, which are incorporated herein by this reference; and

WHEREAS, all of the findings, recommendations, and conclusions made by the County Board of Supervisors are based upon the oral and written evidence presented to it as a whole and not based solely on the information provided in this Resolution; and

WHEREAS, prior to taking action, the County Board of Supervisors heard, was presented with, reviewed, and considered all of the information and data in the administrative record, including but not limited to the EIR, all of which is incorporated in herein by reference; and

WHEREAS, at said hearing, the Board of Supervisors heard and received all oral and written protests, objections, and evidence, which were made, presented, or filed, and all persons present were given the opportunity to hear and be heard in respect to any matter relating to said Project; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. That the recitals set forth hereinabove are true, correct, and valid.

2. That as the approving body for the Project, the County Board of Supervisors has reviewed and considered the EIR and administrative record on file with the County. The Board of Supervisors found that the EIR has been completed in compliance with the California

Environmental Quality Act (Public Resources Code § 21000 et seq.: "CEQA") and the State CEQA Guidelines).

3. That the County Board of Supervisors makes all of the findings of fact and determinations set forth in Exhibit A, attached hereto and incorporated by reference herein as though set forth in full.

4. That based on all of the above, the Board of Supervisors of the County of San Luis Obispo, California, finds that the DRSP and associated entitlements (LRP2020-00007, Tract 3159, SUB2020-00047) are compatible with the surrounding land uses in the vicinity and would provide for orderly growth and development, and does hereby approve the Dana Reserve Specific Plan Project, Vesting Tentative Tract Map 3159, Conditional Use Permit SUB2020-00047 for oak tree removal, grading, and impervious surfaces, and County-initiated General Plan and Ordinance Amendments, as shown in Exhibits A through I, attached hereto and incorporated herein by reference.

Upon motion of Supervisor Peschong, seconded by Supervisor Chairperson Arnold, and on the following roll call vote, to wit:

AYES: Supervisors Peschong, Ortiz-Legg, and Chairperson Arnold

NOES: Supervisors Gibson and Paulding

ABSENT: None

ABSTAINING: None

the foregoing resolution is hereby adopted on the 24th day of April, 2024.

Debbie Arnold

Chairperson of the Board of Supervisors

ATTEST:

REBECCA CAMPBELL
Ex-Officio Clerk of the Board of Supervisors

By: Annette Ramirez
Deputy Clerk

[SEAL]

APPROVED AS TO LEGAL FORM AND EFFECT:
RITA L. NEAL
County Counsel

By: /s/ Benjamin Dore
Deputy County Counsel

Dated: April 8, 2024

Exhibit A	Findings of Approval
Exhibit B	Conditions of Approval
Exhibit C	Dana Reserve Specific Plan
Exhibit D	General Plan Amendments
Exhibit E	Title 22 Land Use Ordinance Amendment
Exhibit F	Title 26 Growth Management Ordinance Amendment
Exhibit G	Development Agreement Ordinance
Exhibit H	Vesting Tentative Tract Map 3159
Exhibit I	Oak Tree Removal Exhibit

STATE OF CALIFORNIA) ss.
COUNTY OF SAN LUIS OBISPO)

I, **REBECCA CAMPBELL**, Ex-Officio Clerk of the Board of Supervisors thereof, do hereby certify the foregoing to be a full, true and correct copy of an order entered in the minutes of said Board of Supervisors, and now remaining of record in my office.

Witness, my hand and seal of said Board of Supervisors on May 9, 2024.

REBECCA CAMPBELL
Acting County Administrative Officer and Ex-Officio Clerk of the Board of Supervisors

By:
Deputy Clerk of the Board of Supervisors

EXHIBIT A – FINDINGS
DANA RESERVE SPECIFIC PLAN
GENERAL PLAN AND ORDINANCE AMENDMENT (LRP2020-00007)
VESTING TENTATIVE TRACT MAP AND CONDITIONAL USE PERMIT (SUB2020-00047; Tract 3159)

ENVIRONMENTAL DETERMINATION

A. The Environmental Coordinator, after completion of the initial study, finds that there is substantial evidence that the project may have a significant effect on the environment, and therefore the preparation of an Environmental Impact Report (EIR) is necessary. An Environmental Impact Report was prepared pursuant to Public Resources Code Section 21000 et seq. and California Code of Regulations Section 15000 et seq. for this project. The Final EIR addresses potential impacts on: Aesthetics, Agricultural and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire. Mitigation measures address these impacts and are included as project conditions of approval. Overriding considerations were determined necessary based on significant and unavoidable impacts associated with Air Quality, Biological Resources, Greenhouse Gas Emissions, Land Use and Planning, Population and Housing, Transportation, and growth-inducing impacts. Exhibit A details the mandatory Environmental Findings and Statement of Overriding Considerations.

GENERAL PLAN AND ORDINANCE AMENDMENT

B. The project, which includes a County-initiated General Plan Amendment to ensure internal consistency with the Dana Reserve Specific Plan (DRSP), is consistent with the San Luis Obispo County General Plan as a whole. Per *Families Unafraid to Uphold Rural El Dorado County v. El Dorado County Board of Supervisors [1998] 62 Cal.App.4th 1332, 1341-1342*, perfect conformity with every general plan policy is neither achievable nor required. To be deemed consistent, a project, when considering of its aspects, "will further the objectives and policies of the general plan and not obstruct their attainment." (*California Native Plant Soc'y v. City of Rancho Cordova* (2009) 172 Cal. App. 4th 603, 638.) A subdivision is consistent when it is "compatible with objectives, policies, general land uses and programs specified in the general plan." (*Id.*) The Board of Supervisors has evaluated the project's consistency with the General Plan as a whole and finds the project is not inconsistent with the San Luis Obispo County General Plan as a whole and does not conflict with a General Plan policy that is fundamental, mandatory, and clear. The proposed DRSP is consistent with and will implement the South County Inland Area Plan's vision for the La Cañada Ranch property and responds to the County's housing supply shortage by providing residential development, including deed-restricted affordable housing, affordable by design housing, and workforce housing. Consistent with the South County Area Plan's vision for the subject property, the DRSP also proposes approximately 22 acres adjacent to Highway 101 that will be designated for commercial uses. The proposed commercial areas are broken into two categories. The first is identified as Village Commercial, which will provide retail and service establishments for area residents and travelers along Highway 101. The DRSP also includes a Flex Commercial area that will allow for commercial, service, and small-scale industrial uses. This area is intended to facilitate local job creation, provide limited areas for service establishments, and provide areas for development of public and educational facilities. Refer to Section 4.11 (Land Use Planning) of the Final EIR for the DRSP for a comprehensive analysis of the project's consistency with the General Plan.

C. LRP2020-00007 will be consistent with the San Luis Obispo County General Plan Conservation and Open Space Element (COSE), including policies that intend to locate new development within existing communities, protect open space resources, annex urban development into proximate service area boundaries, and prioritize residential development in strategic growth areas. The proposed project is consistent with the South County Inland Area Plan's land use goals and objectives to expand the Nipomo URL onto the former La Cañada Ranch property. Furthermore, with implementation of proposed mitigation measures BIO/mm-3.1, BIO/mm-4.1, and BIO/mm-16.1, and permanent conservation of the 388-acre Dana Ridge Ranch, the proposed project will be consistent with the "no net loss" policies of COSE policies BR 1.4 (sensitive habitat acreage, values, and function), BR 2.6 (sensitive natural communities and critical habitat areas), and BR 5.2 (wetlands), as well as with COSE Implementation Strategy BR 3.3.1, which incorporates the Oak Woodlands Preservation Act: "Comply with the Oak Woodlands Preservation Act (PRC Section 21083.4) through the review of proposed discretionary development by maintaining the integrity and diversity of oak woodlands, chaparral communities, and other significant vegetation."

D. LRP2020-00007 will be consistent with the San Luis Obispo County General Plan Land Use and Circulation Element (LUCE), including policies regarding quality of life, creating communities with a variety of uses, locating residential development near employment opportunities, and providing walkable neighborhoods and a variety of transportation options. Specifically, the proposed project is consistent with the South County Area Plan's land use goals and objectives to expand the Nipomo URL onto the former Cañada Ranch property and the following Strategic Growth Principles of Framework for Planning (Part I of the LUCE):

    a. Principle #1 – Preserve open space, scenic natural beauty and natural resources. The project is consistent with this LUCE principle because it would result in the permanent preservation of the 388-acre Dana Ridge, which contains important biological and scenic resources. The project will also avoid and preserve onsite natural resources, including approximately 50 acres of predominantly oak forest as permanently protected open space.

    b. Principle #2 – Strengthen and direct development toward existing and strategically planned communities. The project is consistent with this principle because it would develop a strategically planned expansion area of the Nipomo URL, as envisioned in the South County Area Plan and is also located within the Sphere of Influence of the Nipomo Community Services District (NCSD).

    c. Principle #3 – Foster distinctive, attractive communities with a strong sense of place. The proposed Specific Plan includes design guidelines and objective design standards consistent with this principle.

    d. Principle #4 – Create walkable neighborhoods and towns. Consistent with this principle, the project provides approximately 3.3 miles of equestrian trails, 3.8 miles of pedestrian trails, sidewalks, buffered Class II bikeways integrated with the streets, and commercial retail and services within walking distance of residential neighborhoods.

    e. Principle #5 – Provide a variety of transportation choices. Consistent with this principle, buildout of the DRSP includes a variety of pedestrian, bicycle, and equestrian facilities and connects these systems to public transit stops, the proposed Park and Ride lot along Collector A, and the commercial and employment center on the east portion of Specific Plan Area.

f. Principle #6 – Create a range of housing opportunities and choices. Consistent with this principle, the project will provide a range of housing types and affordability levels, including 156 deed restricted affordable apartments and affordable by design workforce housing, and committed construction of 100 Accessory Dwelling Units (ADUs).

g. Principle #7 – Encourage mixed land uses. Consistent with this principle, the project includes a mix of uses including residential, village and flex commercial, open space, and recreation.

h. Principle #8 – Take advantage of compact building design. The project is consistent with this principle because it includes compact small lot residential development, NBDs 3, 4, 5, and 6 would provide approximately 1,300- to 2,200-square-foot homes on 3,300- to 5,000-square-foot lots.

i. Principle #9 – Make development decisions predictable, fair and cost-effective. The project is consistent with this principle because the DRSP includes streamlined permitting procedures, subject to objective design standards, to ensure predictable and timely buildout of the DRSP.

E. LRP2020-00007 will be consistent with the San Luis Obispo County General Plan Land Use and Circulation Element, by providing a connected street network, multi-purpose pathways, bike lanes, and transit stops, by improving roadways and intersections at Willow Road/Collector A, Willow Road/Collector B, Pomeroy Road/Collector B to improve pedestrian and vehicle safety, by constructing the northerly extension of North Frontage Road, by providing emergency access at Hetrick Avenue and Cory Way, and by closing the existing Hetrick Avenue driveway access from Pomeroy Road with a new driveway access to Hetrick Road from Collector B.

F. LRP2020-00007 will be consistent with the South County Inland Area Plan, including economic expansion goals, goals for the Cañada Ranch property, and land use policies regarding open space buffers between rural and urban communities. The proposed DRSP is consistent with and would implement the South County Inland Area Plan's vision for the La Cañada Ranch property and responds to the County's housing supply shortage by providing residential development, including deed-restricted affordable housing, affordable-by-design housing, and workforce housing. Consistent with the South County Area Plan's vision for the subject property, the DRSP also proposes approximately 22 acres adjacent to Highway 101 that will be designated for commercial uses. The proposed commercial areas are broken into two categories. The first is identified as Village Commercial, which will provide retail and service establishments for area residents and travelers along Highway 101. The DRSP also includes a Flex Commercial area that will allow for commercial, service, and small-scale industrial uses. This area is intended to facilitate local job creation, provide limited areas for service establishments, and provide areas for development of public and educational facilities.

G. LRP2020-00007 will be consistent with the Nipomo Community Plan, including policies regarding water and wastewater service from the NCSD and balancing housing with non-residential development.

H. LRP2020-00007 will provide an appropriate transition of land uses between residential development located in the Dana Reserve Specific Plan Area and the existing single-family residential development. The following project features have been incorporated to minimize land use incompatibilities with the existing single family residential development:

a. NBDs 7, 8, and 9 will be restricted to single-story where located adjacent to single-family residences.

b. The larger (4,500 to 10,000 square-foot) lots in NBDs 7, 8, and 9 create a transition between the existing rural residences to the south and west of the DRSP and the higher density residential development proposed within the DRSP.
c. The residences in NBD 3 will be setback a minimum of 110 feet from the existing single-family residences to the south.
d. The majority of the perimeter of the Specific Plan Area would be developed with a minimum 30-foot-wide open space easement to accommodate the equestrian trail and to separate development within the DRSP from adjacent uses.

I. LRP2020-00007 will provide for orderly growth and development, including the extension of streets and utilities necessary to serve the project. The DRSP includes a phased buildout plan to ensure that the necessary services, utilities, and infrastructure are available and provided in each phase of development. The project will pay its fair share toward public facilities, including towards a new Nipomo Sheriff substation, a new fire station, parks, libraries, and government administration, through payment of public facilities fees in accordance with Title 18 of the County Code, in addition to donating land to the County for the construction of a new fire station within the DRSP. The project will also pay its fair share in road impact fees and construct all roads within DRSP, including Collectors A, B, and C. The project will also pay impact fees to the NCSD for water and sewer facilities, and school impact fees to the Lucia Mar Unified School District for school facilities. The fiscal study submitted for the project (Natelson Dale Group, Inc.; June 23, 2023) determined the project will have a net positive impact on the County's General Fund in the amount of $304,000 annually, when accounting for the project's estimated annual tax revenue and increased County costs to provide services within the DRSP.

J. LRP2020-00007 will be consistent with San Luis Obispo County policies regarding the efficient use of water resources through the use of water-efficient fixtures and climate-appropriate landscaping. As identified in the Water Supply Assessment for this project, the Nipomo Community Services District has sufficient water resources available from the Nipomo Community Services District's existing and planned water sources including groundwater, supplemental water, and future recycled water resources. The Water Supply Assessment also demonstrates that the Nipomo Community Services District has adequate potable water supply to provide a reliable long-term water supply for the project under normal and drought conditions through build-out of the Nipomo Community Services District service area.

K. LRP2020-00007 will be consistent with the San Luis Obispo County General Plan Parks and Recreation Element by developing approximately 16-18 acres of passive pocket parks and privately maintained recreation facilities for the future population of the specific plan area in addition to approximately 3.3 miles of equestrian trails and 3.8 miles of pedestrian trails.

SPECIFIC PLAN

L. The 2024 Dana Reserve Specific Plan has been prepared in compliance with Government Code Section 65450.

M. The Dana Reserve Specific Plan allows for a more coordinated and cohesive development of the Cañada Ranch property compared to what is allowed under the existing Residential Rural land use category. The DRSP allows for a logical and orderly expansion of the Nipomo URL consistent with the South County Inland Area Plan's vision for the La Cañada Ranch and the Board of Supervisors' priority to increase the supply of housing in the unincorporated county. Additionally, this application includes request for annexation into the NCSD service area for public water and wastewater service.

N. The Dana Reserve Specific Plan provides for the construction, improvement, and extension of transportation facilities, public utilities, and public services required for the long-term needs of the project and/or other area residents and complements the orderly development of the Nipomo urban area. The DRSP includes a phased buildout plan to ensure that the necessary services, utilities, and infrastructure are available and provided in each phase of development. The project will pay its fair share toward public facilities, including towards a new Nipomo Sheriff substation, a new fire station, parks, libraries, and government administration, through payment of public facilities fees in accordance with Title 18 of the County Code, in addition to donating land to the County for the construction of a new fire station within the DRSP. The project will also pay its fair share in road impact fees and construct all roads within DRSP, including Collectors A, B, and C. The project will also pay impact fees to the NCSD for water and sewer facilities, and school impact fees to the Lucia Mar Unified School District for school facilities. The fiscal study submitted for the project (Natelson Dale Group, Inc.; June 23, 2023) determined the project will have a net positive impact on the County's General Fund in the amount of $304,000 annually, when accounting for the project's estimated annual tax revenue and increased County costs to provide services within the DRSP.

O. The establishment of the Dana Reserve Specific Plan will not, because of the circumstances and conditions applied in the particular case, be detrimental to the health, safety, or welfare of the general public or persons residing or working in the neighborhood of the use, or be detrimental or injurious to property or improvements in the vicinity of the use.

P. Buildout of the Dana Reserve Specific Plan will be consistent with the character of the immediate neighborhood and not contrary to its orderly development. The following project features have been incorporated to minimize land use incompatibilities with the existing single family residential development:

    a. NBDs 7, 8, and 9 will be restricted to single-story where located adjacent to single-family residences.
    b. The larger (4,500 to 10,000 square-foot) lots in NBDs 7, 8, and 9 create a transition between the existing rural residences to the south and west of the DRSP and the higher density residential development proposed within the DRSP.
    c. The residences in NBD 3 will be setback a minimum of 110 feet from the existing single-family residences to the south.
    d. The majority of the perimeter of the Specific Plan Area would be developed with a minimum 30-foot-wide open space easement to accommodate the equestrian trail and to separate development within the DRSP from adjacent uses.

Q. Buildout of the Dana Reserve Specific Plan will not generate a volume of traffic beyond the safe capacity of all roads providing access to the project, either existing or to be improved with the project. As detailed in Section 4.17 (Transportation) of the Final EIR, the project's traffic safety impacts would be less than significant because the project will be required to comply with all applicable public improvement, road design, and circulation standards.

R. The project site is physically suitable for the type of development proposed because the project site contains adequate area for the development of residential, commercial, and open space uses allowed by the Dana Reserve Specific Plan. The project site is also adjacent to the Nipomo URL and has access to existing roads, utilities, and infrastructure in Nipomo. The approval of the 2024 DRSP will include the extension of the Nipomo URL to include this property. In a separate process with the San Luis Obispo Local Agency Formation Commission (LAFCO), the Specific Plan Area will be annexed into the NCSD service area.

S. The project site is physically suitable for the proposed density of the development proposed because the project site can adequately support primary residences and residential accessory structures allowed by the Dana Reserve Specific Plan. In addition, there is adequate area to locate primary residences and residential accessory structures outside of the required setbacks and open space easements.

VESTING TENTATIVE TRACT MAP 3159

T. Tract 3159 is consistent with the San Luis Obispo County General Plan and the South County Area Plan as a whole and as amended because it complies with applicable area plan standards and is being subdivided in a manner consistent with the Dana Reserve Specific Plan and proposed Dana Reserve Specific Plan land use category. The proposed Tract Map is consistent with and will implement the South County Inland Area Plan's vision for the La Cañada Ranch property and responds to the County's housing supply shortage by providing residential development, including deed-restricted affordable housing, affordable by design housing, and workforce housing. Consistent with the South County Area Plan's vision for the subject property, the DRSP also proposes approximately 22 acres adjacent to Highway 101 that will be designated for commercial uses. The proposed commercial areas are broken into two categories. The first is identified as Village Commercial, which will provide retail and service establishments for area residents and travelers along Highway 101. The DRSP also includes a Flex Commercial area that will allow for commercial, service, and small-scale industrial uses. This area is intended to facilitate local job creation, provide limited areas for service establishments, and provide areas for development of public and educational facilities.

U. The application for Tract 3159 was accepted as complete by the San Luis Obispo County Department of Planning and Building on October 15, 2020, and is consistent with the plans and policies of the San Luis Obispo County in effect on that date.

V. Tract 3159 is consistent with the Dana Reserve Specific Plan because the parcels meet the minimum parcel size set forth by the Dana Reserve Specific Plan and generally meets the design standards of the San Luis Obispo County Real Property Division Ordinance Title 21).

W. Tract 3159 would be consistent with other specific plan development patterns and land uses in the South County Planning Area and Nipomo region.

X. The design and improvement of Tract 3159 are consistent with the San Luis Obispo County General Plan because required improvements will be completed consistent with County ordinance and conditions of approval and the design of the parcels meets applicable policies of the San Luis Obispo County General Plan, ordinances, and the Dana Reserve Specific Plan.

Y. Tract 3159 is compatible with, and is not detrimental to, surrounding land uses, improvements, and the circulation system; it provides an appropriate visual appearance and contributes to the mitigation of environmental impacts through implementation of the Mitigation Monitoring and Reporting Program recommended for adoption and through participation in the Public Facilities Fees Program for subsequent development.

Z. The Final EIR identifies that the project has potentially significant effects with regards to Air Quality, Biological Resources, Greenhouse Gas Emissions, Land Use and Planning, Population and Housing, Transportation, and growth-inducing impacts that will remain significant despite the implementation of all feasible mitigation measures. Therefore, in order to approve the project, the Board of Supervisors must first adopt a Statement of Overriding Considerations finding that the benefits of the project outweigh the significant

and unavoidable environmental effects as required by State CEQA Guidelines section 15093. The San Luis Obispo County Board of Supervisors adopted a Statement of Overriding Considerations that reflects the Board's balancing of project benefits against significant unavoidable impacts.

AA. As identified in the Water Supply Assessment prepared for this project, the Nipomo Community Services District has sufficient water resources available from the Nipomo Community Services District's existing and planned water sources, including groundwater, supplemental water, and future recycled water resources. The Water Supply Assessment also demonstrates that the Nipomo Community Services District has adequate potable water supply to provide a reliable long-term water supply for the project under normal and drought conditions through buildout of the Nipomo Community Services District's service area based on the County's General Plan buildout scenario.

BB. Tract 3159 complies with Section 66474.6 of the State Subdivision Map Act, as to methods of handling and discharge of waste.

CC. In the interest of the public health and safety, and as a necessary pre-requisite to the orderly development of the surrounding area, the construction of any road improvements shall occur prior to the recordation of Tract 3159 or, if bonded for, within the time frame approved in the Subdivision Agreement and prior to issuance of a permit or other grant of approval for development on a parcel.

STATE RESPONSIBILITY AREA FINDINGS FOR SUBDIVISIONS

DD. The design and location of each lot in Tract 3159, and Tract 3159 as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire (CAL FIRE) Protection pursuant to Sections 4290 and 4291 of the Public Resources Code.

EE. Structural fire protection and suppression services will be available for Tract 3159 through County Fire/CAL FIRE. Additionally, the Applicant for the Dana Reserve project has also agreed to additional concessions to help facilitate the future construction of a fire station in Nipomo. These include dedication of land within the Dana Reserve Specific Plan Area for a future fire station and making modifications to the project site plan to accommodate a fire station within the site.

FF. To the extent practicable, ingress and egress for Tract 3159 meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code and any applicable local ordinance. The project would also install new emergency access points for the community at Hetrick Avenue and Cory Way.

CONDITIONAL USE PERMIT

GG. The proposed project or use is consistent with the Land Use Element of the San Luis Obispo County General Plan policies regarding grading, drainage, erosion, and sedimentation and as conditioned will satisfy all applicable provisions of the Dana Reserve Specific Plan and the San Luis Obispo County Land Use Ordinance where the Dana Reserve Specific Plan is silent. With implementation of proposed mitigation measures BIO/mm-3.1, BIO/mm-4.1, and BIO/mm-16.1, and permanent conservation of the 388-acre Dana Ridge Ranch, the proposed project will be consistent with the "no net loss" policies of COSE policies BR 1.4, BR 2.6, and BR 5.2, and in particular COSE Implementation Strategy BR 3.3.1, which incorporates the Oak Woodlands Preservation Act: "Comply with the Oak Woodlands Preservation Act (PRC Section 21083.4) through the review of proposed discretionary development by maintaining the integrity and diversity of oak woodlands, chaparral communities, and other significant vegetation."

HH. The grading, site disturbance, and oak tree removals necessary to implement the Dana Reserve Specific Plan will not, because of the circumstances and conditions applied in the particular case, be detrimental to the health, safety or welfare of the general public or persons residing or working in the neighborhood of the use, or be detrimental or injurious to property or improvements in the vicinity of the use.

II. The removal of approximately 3,085 oak trees and 75 acres of coast live oak woodland on-site is necessary to allow grading for the Dana Reserve Specific Plan, which is a reasonable and anticipated use of the property and is consistent with Tract 3159 and the Dana Reserve Specific Plan.

JJ. Compensatory mitigation requirements for the removal of approximately 3,085 oak trees and 75 acres of coast live oak woodland on-site are required as part of the Final EIR prepared for the project. The mitigation further requires trees that would not be removed to be protected during construction and grading, monitored for a minimum of two years or longer (depending on the extent of indirect impacts to the critical root zone), and mitigated through planting of replacement trees at a 2:1 to 4:1 ratio. In addition, loss of on-site oak woodland would be mitigated through the permanent off-site protection of coast live oak woodland at a greater than 3:1 ratio.

KK. The removal of additional coast live oak woodland and oak trees off-site is necessary to allow for infrastructure improvements, including utilities and roadways, for the Dana Reserve Specific Plan.

LL. Compensatory mitigation requirements for the removal of or indirect impacts to a coast live oak woodland and oak trees off-site are required as part of the Final EIR prepared for the project and require trees that would not be removed to be protected during construction and grading, monitored for a minimum of two years or longer (depending on the extent of indirect impacts to the critical root zone), and mitigated through planting of replacement trees at a 2:1 to 4:1 ratio.

MM. The proposed project or use will not be inconsistent with the character of the immediate neighborhood or contrary to its orderly development. The following project features have been incorporated to minimize land use incompatibilities with the existing single family residential development:

a. Neighborhoods (NBDs) NBDs 7, 8, and 9 will be restricted to single-story where located adjacent to single-family residences.
b. The larger (4,500 to 10,000 square-foot) lots in NBDs 7, 8, and 9 create a transition between the existing rural residences to the south and west of the DRSP and the higher density residential development proposed within the DRSP.
c. The residences in NBD 3 will be setback a minimum of 110 feet from the existing single-family residences to the south.
d. The majority of the perimeter of the Specific Plan Area would be developed with a minimum 30-foot-wide open space easement to accommodate the equestrian trail and to separate development within the DRSP from adjacent uses.

NN. The proposed use or project will not generate a volume of traffic beyond the safe capacity of all roads providing access to the project, either existing or to be improved with the project. As detailed in Section 4.17 (Transportation) of the Final EIR, the project's traffic safety impacts would be less than significant because the project will be required to comply with all applicable public improvement, road design, and circulation standards.

EXHIBIT B – CONDITIONS OF APPROVAL
DANA RESERVE SPECIFIC PLAN
GENERAL PLAN AND ORDINANCE AMENDMENT (LRP2020-00007)
VESTING TENTATIVE TRACT MAP AND CONDITIONAL USE PERMIT (SUB2020-00047; Tract 3159)

Approved Development

All development and land uses authorized by these conditions of approval is contingent upon the concurrent approval of the 2024 Dana Reserve Specific Plan and all related General Plan and ordinance amendments, including a mutually agreeable Development Agreement between the County of San Luis Obispo and NKT Development LLC.

This approval authorizes:

a) Subdivision per Vesting Tentative Tract Map 3159 of the 288-acre property into 21 private lots and 22 common area lots that would be managed by a Homeowners Association (HOA) or similar entity(ies), including:

   i. Seven lots (Lots 3 through 9) ranging between 11.4 and 37.81 acres designated for Single Family Residential uses, to be further subdivided;

   ii. Four lots (Lots 1, 2, 44, and 45) ranging between 2.5 and 10.53 acres designated for Multi-Family Residential uses;

   iii. Five lots (Lots 10, 11, C/23, E/25, and U/41) on which no additional residential development is proposed, but which are included in the DRSP to provide access and utility connections from the Specific Plan Area to Willow Road, including providing areas for public roadways, a transit center, open space, and landscaped areas;

   iv. Four lots (Lots 13 through 16) ranging between 2.56 and 8.03 acres in size designated for Flex Commercial uses;

   v. Three lots (Lots 17, 18, and 19) ranging between 0.92 and 2.06 acres in size designated for Village Commercial use;

   vi. One 0.45-acre lot (Lot 20) designated for Recreation to support a daycare facility;

   vii. One 2.16-acre lot (Lot B/22) that will be dedicated to the County to accommodate a future fire station;

   viii. One 7.1-acre lot (Lot M/33) to accommodate a publicly accessible privately maintained neighborhood park;

   ix. One 1.01-acre lot (Lot W/43) to accommodate an equestrian staging area; and

   x. 15 HOA maintained lots (Lots D/24, F/26, G/27, H/28, I/29, J/30, K/31, L/32, N/34, O/35, P/36, Q/37, R/38, S/39, T/40, and V/42) to accommodate pocket parks and open space areas, trails, recreation areas, landscaping, and drainage basins.

b) Development of a maximum of 1,370 residential units including 831 single-family units and 539 multi-family units, a minimum of 156 of which would be affordable units (excluding Accessory Dwelling Units [ADUs] as allowed by State law);

c) 110,000 – 203,000 square feet of Village and Flex Commercial uses, which includes a 60,000-square-foot hotel and a 30,000 square-foot educational/training facility;

d) Recreational and open space uses, including a 4.8-acre publicly accessible privately maintained neighborhood park, a 1.01-acre equestrian trailhead and staging area, approximately 7.6 to 10 acres of publicly accessible but privately maintained pocket parks within the residential neighborhoods, 3.3 miles of equestrian trails, 3.8 miles of off-street pedestrian trails, and a 3-acre private-amenity site for the development of a clubhouse, recreational area, and/or pool facility; and

e) Buildout of the DRSP over a minimum of 7 years including future land use permit applications for the development of each proposed residential neighborhood and commercial area.

f) Conditional Use Permit (SUB2020-00047) to authorize the removal of 75 acres of coast live oak woodland, grading and site disturbance in excess of 3 acres, and more than 3 acres of impervious surfaces, related to Tract 3159 improvements.

Phased Final Maps

g) One or more Financing and Conveyance Maps as an initial phase of Tract 3159 may be recorded for financing and land conveyance purposes only. No building or grading permits shall be issued for the parcel or parcels created by this map until a final map for development has been approved by the County. Because no development is permitted pursuant to a recorded Financing and Conveyance Map, the recording of a Financing and Conveyance Map shall require no construction of or bonding for public improvements except for public roads that are necessary to provide immediate access to a parcel being created by such Financing and Conveyance Map (e.g., no road improvements shall be required if the resulting parcels have existing frontage to a public street). Any Financing and Conveyance Map shall include the following statements on the face of the map: “FOR FINANCE AND CONVEYANCE PURPOSES ONLY. THIS MAP DOES NOT CREATE A LEGAL BUILDING SITE. FURTHER APPLICATIONS ARE NECESSARY TO DEVELOP THIS PROPERTY.”

Onsite Phased Access and Improvements

h) Phasing of infrastructure and site preparation:

   i. Phase 1 includes the improvements to North Frontage Road; installation of public utility connections; grading for on-site public roads; extension of North Frontage Road from Sandydale Drive to Willow Road (Collector A), including intersections and returns for future neighborhood connections; modifications to Cherokee Place; grading for equestrian paths; and grading for public drainage facilities. The excess earthwork material from Phases 1 and 2 will be used as fill material for Phase 3.

   ii. Phase 2 includes grading for on-site public roads; extension of Pomeroy Road to Willow Road (Collector B), including intersections and returns for future neighborhood connections; modifications to Cherokee Place; grading for equestrian/pedestrian paths; public utility connections, including lift stations; and public drainage facilities. The excess earthwork material from Phases 1 and 2 will be used as fill material for Phase 3.

   iii. Phase 3 includes grading for on-site public roads (Collector C); establishment of public utility connections, including the neighborhood park; and grading for public drainage facilities.

i) Onsite circulation improvements, including three new internal collector roads, two new internal roundabouts, local residential roadways to be privately maintained, and five connection points to the surrounding circulation system:

   i. Proposed Collector A at Willow Road: a new signalized three-way intersection (located approximately 1,300 feet west of the US 101 on-ramps);

   ii. Proposed Collector B at Willow Road: a one-way stop-controlled intersection allowing unimpeded traffic flow along Willow Road;

   iii. Proposed Collector A at North Frontage Road;

   iv. Proposed Collector B at Pomeroy Road: a one-way stop intersection allowing unimpeded traffic flow along Pomeroy Road; and

   v. Proposed Collectors A and B at Cherokee Place: new two-way stop intersections along Cherokee Place allowing unimpeded traffic flow along proposed Collectors A and B.

j) A Park and Ride lot on parcel 091-301-029 between Cherokee Place and Willow Road at the northern boundary of the DRSP;

k) Future transit stops at the Village Commercial area and at the Park and Ride lot;

l) Installation of onsite utility improvements including potable water, wastewater, stormwater, and other utilities, such as natural gas, electrical, telephone, and cable/data service;

Offsite Access and Improvements

m) Offsite circulation improvements to North Frontage Road, Willow Road at Proposed Collector A, Willow Road at Proposed Collector B, Cherokee Place, Hetrick Avenue, and Pomeroy Road at Proposed Collector B;

n) The Project shall pay to Nipomo Community Services District (NCSD) all applicable water and wastewater connection/capacity fees, rates, and charges as established in the NCSD Code and Board resolutions to help fund the water and wastewater improvements necessary to implement the Project, as described below, all pursuant to a mutually agreeable Annexation Agreement.

o) The Project shall install on-site water and wastewater improvements to NCSD's standard specifications.

p) The Project shall install the following offsite water system improvements pursuant to a mutually agreeable Annexation Agreement with NCSD in conjunction with development of the Project.

   i. Prior to the first certificate of occupancy in the Project, installation of an extension of a 12-inch PVC pipe from the North Frontage Road/Sandydale Drive intersection to the southeastern corner of the Specific Plan area, to be installed within the existing ROW area. (Dana Reserve NCSD Water Project 3)

   ii. Prior to the first certificate of occupancy in the Project, installation of an extension of a 12-inch PVC pipe from the proposed Willow Road/Collector A intersection approximately 450 feet to the end of the existing water line in Willow Road. (Dana Reserve NCSD Water Project 4)

q) The Project shall install offsite wastewater system improvements pursuant to a mutually agreeable Annexation Agreement with NCSD in conjunction with development of the Project as specified below.

   i. Prior to the first certificate of occupancy in the Project, installation of an extension of a 12-inch diameter sewer main pipe and force main within the North Frontage

Road between the Dana Reserve Specific Plan Area and Juniper Street to be installed with existing paved roadway and existing public ROW areas. (Dana Reserve NCSD Wastewater Project 1)

ii. Prior to the first certificate of occupancy in the Project, installation of a sewer lift station to accommodate DRSP flows located near the southeast corner of the Specific Plan Area. (Dana Reserve NCSD Wastewater Project 2)

r) In conjunction with the development for the offsite projects as specified in the Dana Reserve Phasing Study, and in addition to the fees, rates and charges specified above, the applicant will provide an upfront contribution of $4,500,000 to NCSD as provided in the Annexation Agreement to help fund the following water and wastewater projects that must be completed in order to serve the Project:

i. Prior to first certificate of occupancy in the project:

i. Extension of a 16-inch DIP from the intersection of West Tefft Street/North Oakglen Avenue to the north end of North Oakglen Avenue to be installed within existing paved roadway; (Dana Reserve NCSD Water Project 1)

ii. Extension of a 16-inch DIP from the north end of North Oakglen Avenue, under US 101, to Sandydale Drive to be installed within existing paved roadway and ROW areas; (Dana Reserve NCSD Water Project 2)

iii. Improvements/upgrades at the existing NCSD southland WWTF, located within the existing NCSD Southland WWTF, of aeration basin #2, including blowers and diffusers. (Portion of Dana Reserve NCSD Wastewater Projects 6); and

iv. Upsizing of a planned sanitary sewer pipe for the North Frontage Road/Juniper Street intersection and the South Frontage Road/Division Street intersection to be installed within existing paved roadway (Dana Reserve NCSD Wastewater Project 3, designated a “in progress by District”).

s) The following water and wastewater projects will be completed by NCSD in order to serve the Project as provided in the Annexation Agreement, as sufficient capacity charges are paid by the Project.

i. Installation of 1 million gallons of additional water tank storage at the NCSD’s existing Foothill water tank site at the North Dana Foothill Road/East Tefft Street intersection (Dana Reserve NCSD Water Project 6).

ii. Replacement/upsizing of an existing 10-inches DIP to a 16-inch DIP from the intersection of West Tefft Street/North Oakglen Avenue to the NCSD’s existing Foothill water tank site at the North Dana Foothill Road/East Tefft Street intersection (Dana Reserve NCSD Water Project 5).

iii. Improvements/upgrades at the existing NCSD Southland WWTF, including the following. Each of these improvements would be located within the existing NCSD Southland WWTF: (Dana Reserve NCSD Wastewater Projects 4, 5, 6, 7, 8, and 9)

i. Installation of influent lift station (Dana Reserve NCSD Wastewater project #4);

ii. Installation of aeration basin #3, including blowers and diffusers (Portion of Dana Reserve NCSD Wastewater project #6);

iii. Installation of gravity belt thickener (Dana Reserve NCSD Wastewater project #8);

iv. Installation of screw press (Dana Reserve NCSD Wastewater project #9);

v. Installation of grit removal system (Dana Reserve NCSD Wastewater project #5); and

vi. Installation of clarifier (Dana Reserve NCSD Wastewater project #7).

iv. Installation of a second water storage tank at the NCSD's existing Joshua Road pump station, which will be located within the footprint of the existing pump station facility. (Dana Reserve NCSD Water Project 7).

1.

TRACT 3159 IMPROVEMENT PLAN CONDITIONS

Conditions required to be completed prior to the approval of tract improvement plans:

1. **Prior to the approval of the tract improvement plans,** the Specific Plan shall be revised as follows: where the Specific Plan identifies a permit requirement as "Site Plan Review," it shall require an environmental determination under the California Environmental Quality Act (CEQA) in accordance with the procedures in Land Use Ordinance Section 22.62.040(B)(1).

Access and Improvements

2. **Prior to the approval of tract improvement plans,** improvement plans shall be prepared in accordance with County Public Improvement Standards by a Registered Civil Engineer and submitted to the Department of Public Works and the Department of Environmental Health for approval. The plans are to include, as applicable:
    a. Street plan and profile.
    b. Drainage ditches, culverts, and other structures (if drainage calculations require).
    c. Utility plan.
        1. Water plan to be approved jointly with Nipomo Community Services District and the Department of Environmental Health. Water facilities and appurtenances shall be constructed and service laterals stubbed to each new parcel.
        2. Sewer plan to be approved jointly with Nipomo Community Services District and the Department of Environmental Health. Sewer facilities and appurtenances shall be constructed and service laterals stubbed to each new parcel.
        3. New electric power, telephone and cable television service conduits and appurtenances shall be constructed and service conduits stubbed to each new parcel.
        4. New gas distribution mains and appurtenances shall be installed along the entire project frontage(s) and gas service laterals stubbed to each new parcel, as applicable.
    d. Traffic signal plan.
    e. Sedimentation and erosion control plan for subdivision related improvements.
    f. Stormwater control plan for subdivision related improvements (if subject to MS-4 requirements).
    g. Traffic control plan for construction in accordance with the California Manual on Uniform Traffic Control Devices (CA-MUTCD).
    h. Public utility plan, showing all existing utilities and installation of all new utilities to serve each lot.
    i. Tree removal/retention plan for trees to be removed and retained associated with the required improvement for the land division to be approved jointly with the Department of Planning and Building.

j. Trail plan, if required, to be approved jointly with the Department of Parks and Recreation.

k. All grading shall be done in accordance with the County Public Improvement Standards and the current California Building Code. Lot lines shall be considered as Site Area Boundaries with slopes setback accordingly.

l. If environmental permits from the Army Corps of Engineers or the California Department of Fish and Wildlife are required for any public improvements that are to be maintained by the County, the applicant or his engineer, prior to the approval of the plans by the Department of Public Works shall:

    1. Submit a copy of all such permits to the Department of Public Works, OR

    2. Document that the regulatory agencies have determined that said permit is not required.

3. Road and/or streets shall be constructed to the following standards, unless already constructed and acceptable or design exceptions are approved by the Department of Public Works in accordance with Section 1.2 of the Public Improvement Standards:

    a. “Public Collector A”, “Public Collector B”, “Public Collector C”, “Local Road D”, and all subsequent subdivision onsite streets/roads, shall be constructed to an A-2 urban street section, with additional easement width as necessary to contain all elements of the roadway prism. Construction phasing shall be in accordance with Table 2, Phase Recommendations, within “Dana Reserve – Draft Roadway Phasing Summary” prepared by Central Coast Transportation Consulting dated February 28, 2023, unless otherwise agreed upon by Public Works, and is as follows:

        1. Phase 1A: Construct “Public Collector A“. Construct portion of “Public Collector C“ as needed.

        2. Phase 1B: Construct “Public Collector A“. Construct “Public Collector B“ from Pomeroy Road to “Public Collector C“. Construct “Public Collector B“ from Willow Road to “Public Collector C“ within 24 months of building permit issuance. Construct “Public Collector C“.

        3. Phase 2A and 2B: Construct portion of “Public Collector B“ as needed. Completion recommended after 150th dwelling unit permit or within 36 months of building permit issuance.

        4. Phase 3: Construct “Public Collector B“. Construct “Public Collector C“ as needed.

    b. Installation of street lights shall comply with the County Public Improvement Standards. The applicant shall establish a financing mechanism, satisfactory to the Department of Public Works, to pay for the ongoing operation and maintenance required for street lighting.

    c. The existing Cherokee Place intersecting “Public Collector A” and “Public Collector B” shall be improved with B-1 rural driveway standard.

    d. Except for “Public Collector A” and “Public Collector B”, there shall be no connections to Cherokee Place unless otherwise approved by the Department of Public Works for emergency ingress/egress.

e. The intersections of “Public Collector A” and Willow Road, “Public Collector B” and Willow Road, “Public Collector B” and Pomeroy Road shall be designed and constructed to provide standard left-turn channelization in accordance with Caltrans California Highway Design Manual, Chapter 400, and within necessary dedicated right-of-way easements.

f. All roadway grading shall be done in accordance with Title 19 and the California Building Code. All lot lines shall be considered as Site Area Boundaries with slopes setback accordingly.

4. The developer shall install a traffic signal located at intersection of “Public Collector A” and Willow Road as recommended by Transportation Impact Study prepared by Central Coast Transportation Consulting, dated July 2021. The installation shall occur as part of Phase 1.

5. The applicant shall enter into an agreement and post a deposit with the county for the cost of checking the map, the improvement plans if any, and the cost of inspection of any such improvements by the county or its designated representative.

6. The applicant shall provide the County with an Engineer of Work Agreement retaining a registered civil engineer to furnish construction phase services, Record Drawings and to certify the final product to the Department of Public Works. The civil engineer, upon completion of the improvements, shall certify to the Department of Public Works that the improvements are made in accordance with all conditions of approval, including any related land use permit conditions and the approved improvement plans.

7. All public improvements (except Willow Road/US 101) shall be completed for each construction phase of this tract map prior to occupancy of any new structure within this subdivision or subsequent subdivisions. Phased construction of public improvements (roadways/utilities/basins/etc.) within this tract map are independent of subsequent subdivisions.

8. At the time of application for construction permits, the applicant shall submit plans showing any overhead electric line and telephone/cable communication lines permanently relocated underground, consistent with County Code Section 23.05.120.

9. Landscaping in accordance with the approved landscaping plan shall be installed or bonded for prior to approval of tract improvement plans. If bonded for, landscaping shall be installed within 60 days after completion of tract improvements. All landscaping shall be maintained in a viable condition in perpetuity.

10. **Prior to the approval of tract improvement plans,** the County Department of Planning and Building shall designate a monitor to oversee the implementation of the Conditions of Approval and Mitigation Measures by the applicant. The applicant shall be responsible for payment of the monitoring fees incurred by the monitor on a monthly basis. The applicant shall submit and retain a deposit commensurate with two months of monitoring, to be determined by the County and the monitor.

Aesthetics

11. **Prior to the approval of tract improvement plans,** the applicant shall revise the Dana Reserve Specific Plan to implement Mitigation Measure AES/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Air Quality

12. **Prior to the approval of tract improvement plans,** Mitigation Measure AQ/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
13. **Prior to the approval of tract improvement plans,** Mitigation Measure AQ/mm-3.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
14. **Prior to the approval of tract improvement plans,** Mitigation Measure AQ/mm-3.3 (2), (6), (7), (8), (10), and (12) per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
15. **Prior to the approval of tract improvement plans**, the applicant shall implement Mitigation Measure AQ/mm-7.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Annexation

16. **Prior to the approval of tract improvement plans,** the applicant shall provide evidence that annexation into the Nipomo Community Services District has been completed.

Biological Resources

17. **Prior to the approval of tract improvement plans**, the applicant shall implement Mitigation Measure BIO/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
18. **At the time of application for construction permits,** the applicant shall implement Mitigation Measure BIO/mm-1.6 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
19. **Prior to the approval of tract improvement plans**, the applicant shall implement Mitigation Measure BIO/mm-2.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
20. **Prior to approval of tract improvement plans**, the applicant shall implement Mitigation Measure BIO/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
21. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure BIO/mm-4.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
22. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure BIO/mm-4.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
23. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure BIO/mm-6.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
24. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure BIO/mm-18.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

25. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure BIO/mm-18.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

26. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure BIO/mm-18.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Cultural Resources

27. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure CR/mm-2.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

28. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure CR/mm-2.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

29. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure CR/mm-2.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Drainage & Flood Control

30. Submit complete drainage calculations prepared by a licensed civil engineer to the Department of Public Works for review and approval. If calculations so indicate, drainage must be retained/detained in a drainage basin on the property [21.03.010(5)(b)]. The design of the basin is to be approved by the Department of Public Works, in accordance with county standards. The basin/s is/are to be maintained in perpetuity.

31. All project-related drainage shall be designed and constructed in accordance with the recommendations of the Nipomo Drainage and Flood Control Study.

Environmental Health

32. **Prior to approval of tract improvement plans,** the plans shall show any abandoned wells or wells to be abandoned. Any abandoned wells shall be destroyed per the standards outlined in California Well Standards, Bulletin 74-81, 74-90. Well destruction permits shall be obtained prior to approval of tract improvement plans.

Fire

33. **Prior to approval of tract improvement plans,** all plans shall comply with all applicable standards, regulations, codes, and ordinances at time of building permit issuance (CA Fire Code, CA Code of Regulations Title 14, San Luis Obispo County Title 16). Specifically:

    a. A registered Fire Protection Engineer is required to provide a written technical analysis of the fire protection requirements. (Hydrant system requirements, fire sprinklers system for NFPA 13, NFPA 13D or 13R, etc.)

    b. All future buildings, facilities, and developments shall be accessible to fire department apparatus by way of approved access roadways and/or driveways. The fire access roads shall comply with the requirements of California Code of Regulations Title 14 and San Luis Obispo County Title 16.

    c. Access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced to provide all-weather driving capabilities. Provide an engineered analysis of the proposed roadway noting its ability to support apparatus weighing 75,000 lbs. (commercial) or 40,000 lbs. (residential).

d. Provide fire department access roads to within 150 feet of any exterior portion of the buildings as measured by an approved route around the exterior of the building or facility.

e. Roadways shall be a minimum of 20 feet in width with 2-foot shoulders and 13-foot 6-inch vertical clearance.

f. Driveways up to 199 feet shall be a minimum of 12 feet in width. Driveways over 199 feet shall be 14 feet wide.

g. Turnarounds are required on driveways and dead end roadways.

h. Maximum dead end road lengths shall comply with requirements established in CA Title 14. Distances are determined by the lot size.

i. Roadway radius shall not have a radius of less than 50 feet. And additional surface width of 4 feet shall be added to curves of 50-100 feet radius and 2 feet to curves of 100-200 feet radius.

j. Gates for driveways and/or roadways shall comply with the California Fire Code. Emergency access gate/ barricades will have fire department access Knox Key entry for locks or electric gates.

k. Approved hydrants shall be installed based in accordance with requirements in C.F.C. appendix B. Private fire service mains shall be installed, tested and maintained per NFPA 24 2016 edition.

l. The minimum main size of all fire hydrants shall be 6 inches in diameter. Piping shall be installed with C-900 class 200 piping or ductile iron or equivalent per NFPA 24, 2016 edition for the installation of Underground Fire Protection Mains.

Geology/Soils

34. **Prior to the approval of tract improvement plans,** the applicant shall implement Mitigation Measure GEO/mm-5.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

35. **Prior to the approval of tract improvement plans,** the applicant shall implement Mitigation Measure GEO/mm-8.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Noise

36. **Prior to the approval of tract improvement plans,** Mitigation Measure N/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.

Stormwater Pollution Prevention Plan (SWPPP)

37. **Prior to the approval of tract improvement plans**, if the project disturbs more than 1.0 acre or is part of a common plan of development, the applicant must enroll for coverage under California's Construction General Permit. Sites that disturb less than 1.0 acre must implement all required elements within the site's erosion and sediment control plan as required by San Luis Obispo County Codes.

Stormwater Control Plan (SWCP)

38. **Prior to the approval of tract improvement plans**, the applicant shall demonstrate whether the project is subject to post-construction stormwater requirements by submitting

a Stormwater Control Plan application or Stormwater Post Construction Requirements (PCRs) Waiver Request Form.

a. The applicant must submit a SWCP for all regulated projects subject to Performance Requirement #2 and above. The SWCP must be prepared by an appropriately licensed professional and submitted to the County for review and approval. Applicants must utilize the County's latest SWCP template.

b. If post-construction stormwater control measures (SCMs) are proposed, the applicant must submit a draft Stormwater Operations and Maintenance Plan for review by the County. The plan must consist of the following Planning & Building Department forms:

    1. Structural Control Measure Description (Exhibit B)
    2. Stormwater System Contact Information
    3. Stormwater System Plans and Manuals

c. If applicable, following approval by the County, the applicant shall record with the County Clerk-Recorder the Stormwater Operation and Maintenance Plan and an agreement or provisions in the CCRs for the purpose of documenting on-going and permanent storm drainage control, management, treatment, inspection and reporting.

    1. **Prior to acceptance of the improvements (if applicable)**, the Stormwater Operations and Maintenance plan and General Notice must be updated to reflect as-built changes, approved by the County, and re-recorded with the County Clerk-Recorder as amendments to the original document.

Tribal Cultural Resources

39. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure TCR/mm-1.1per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
40. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure TCR/mm-1.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Conditions required to be completed during construction of tract improvements:

Air Quality

41. **During construction of tract improvements,** Mitigation Measure AQ/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be adhered to.
42. **During construction of tract improvements,** Mitigation Measure AQ/mm-3.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be adhered to.
43. **During construction of tract improvements,** Mitigation Measure AQ/mm-3.3 (4) and (5) per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be adhered to.

Biological Resources

44. **Prior to implementation of construction activities (including staging and mobilization)**, the applicant shall implement Mitigation Measure BIO/mm-1.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
45. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-1.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
46. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-1.4 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
47. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-2.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
48. **During construction between October 1 and February 28**, the applicant shall implement Mitigation Measure BIO/mm-5.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
49. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-7.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
50. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-8.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
51. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-9.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
52. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-12.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
53. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-13.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
54. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-17.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
55. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-17.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
56. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-17.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
57. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-19.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Cultural Resources

58. **During construction,** the applicant shall implement Mitigation Measure CR/mm-2.4 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Geology/Soils

59. **During construction,** the applicant shall implement Mitigation Measure GEO/mm-5.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
60. **During Construction,** the applicant shall implement Mitigation Measure GEO/mm-8.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
61. **During Construction,** the applicant shall implement Mitigation Measure GEO/mm-8.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Noise

62. **During Construction,** the applicant shall implement Mitigation Measure N/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Subdivision Grading

63. Grading not associated with required public improvements shall be subject to the Subdivision Grading Process per Section 2.1.3 of the latest Public Improvement Standards. The Public Works Department will act as a deputy to the Building Official for all on-site grading not associated with Public Improvements.

OFFSITE IMPROVEMENT CONDITIONS

Conditions required to be completed prior to the approval of offsite improvement plans:

Access and Improvements

1. Road and/or streets shall be constructed to the following standards, unless already constructed and acceptable or design exceptions are approved by the Department of Public Works in accordance with Section 1.2 of the Public Improvement Standards:
    a. Willow Road and Pomeroy Road shall be widened to complete the project frontage of an A-1 rural road section with bike lanes fronting the property within a dedicated right-of-way easement of sufficient width to contain all elements of the roadway prism. Construction of road widening improvements shall occur with construction of associated Collector. Construction phasing shall be in accordance with Table 2, Phase Recommendations, within "Dana Reserve – Draft Roadway Phasing Summary" prepared by Central Coast Transportation Consulting dated February 28, 2023, unless otherwise agreed upon by Public Works.
    b. North Frontage Road extension from Sandydale Drive to "Public Collector A" shall be constructed to an A-1 rural road section, with additional easement width as necessary to contain all elements of the roadway prism. Alternatively, an A-2 urban street section may be used.
    c. The project shall close access to Hetrick Avenue from Pomeroy Road to motorized public use. Closure includes removal of all intersection features and returning Pomeroy Road to non-intersection conditions. This includes, but is not limited to, removal of pavement, stop bar, stop sign, re-striping, etc. The project will need to implement temporary traffic control and signage during construction as well as permanent road closure measures and signage after completion. The project shall provide access to Hetrick Avenue from Collector B constructed to Cal Fire standards.
    d. Installation of street lights shall comply with the County Public Improvement Standards. The applicant shall establish a financing mechanism, satisfactory to the Department of Public Works, to pay for the ongoing operation and maintenance required for street lighting.
    e. Except for Cherokee Place and new access from "Public Collector B", all existing access connections to Hetrick Avenue shall be demolished, scarified, revegetated, and fenced, unless otherwise approved by Public Works for emergency ingress/egress.
    f. All roadway grading shall be done in accordance with Title 19 and the California Building Code. All lot lines shall be considered as Site Area Boundaries with slopes setback accordingly.
2. The developer shall install traffic signalization or other agreed upon intersection control at US 101 northbound and southbound ramp intersections on Willow Road, as determined by Caltrans. The installation shall occur as part of Phase 1, unless otherwise directed by Caltrans with concurrence from the County.
3. The applicant shall enter into an agreement and post a deposit with the county for the cost of checking the map, the improvement plans if any, and the cost of inspection of any such improvements by the county or its designated representative.

4. The applicant shall provide the County with an Engineer of Work Agreement retaining a registered civil engineer to furnish construction phase services, Record Drawings and to certify the final product to the Department of Public Works. The civil engineer, upon completion of the improvements, shall certify to the Department of Public Works that the improvements are made in accordance with all conditions of approval, including any related land use permit conditions and the approved improvement plans.
5. All public improvements (except Willow Road/US 101) shall be completed for each construction phase of this tract map prior to occupancy of any new structure within this subdivision or subsequent subdivisions. Phased construction of public improvements (roadways/utilities/basins/etc.) within this tract map are independent of subsequent subdivisions.
6. At the time of application for construction permits, the applicant shall submit plans showing any overhead electric line and telephone/cable communication lines permanently relocated underground, consistent with County Code Section 23.05.120.
7. Landscaping in accordance with the approved landscaping plan shall be installed or bonded for prior to approval of tract improvement plans. If bonded for, landscaping shall be installed within 60 days after completion of tract improvements. All landscaping shall be maintained in a viable condition in perpetuity.

Air Quality

8. **Prior to the approval of offsite improvement plans,** Mitigation Measure AQ/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
9. **Prior to the approval of offsite improvement plans,** Mitigation Measure AQ/mm-3.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
10. **Prior to the approval of offsite improvement plans,** Mitigation Measure AQ/mm-3.3 (2), as applicable, per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
11. **Prior to the approval of offsite improvement plans,** the applicant shall implement Mitigation Measure AQ/mm-7.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Biological Resources

12. **Prior to approval of offsite improvement plans,** the applicant shall implement Mitigation Measure BIO/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
13. **Prior to approval of offsite improvement plans,** the applicant shall implement Mitigation Measure BIO/mm-1.6 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
14. **Prior to approval of offsite improvement plans,** the applicant shall implement Mitigation Measure BIO/mm-2.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.

15. **Prior to approval of offsite improvement plans**, the applicant shall implement Mitigation Measure BIO/mm-2.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
16. **Prior to approval of offsite improvement plans**, the applicant shall implement Mitigation Measure BIO/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
17. **Prior to approval of offsite improvement plans**, the applicant shall implement Mitigation Measure BIO/mm-4.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
18. **Prior to approval of offsite improvement plans**, the applicant shall implement Mitigation Measure BIO/mm-4.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
19. **Prior to approval of offsite improvement plans,** the applicant shall implement Mitigation Measure BIO/mm-6.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
20. **Prior to approval of offsite improvement plans,** Mitigation Measure BIO/mm-16.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on the plans and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
21. **Prior to implementation of construction activities (including staging and mobilization)**, the applicant shall implement Mitigation Measure BIO/mm-1.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
22. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-1.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.

23. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-1.4 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
24. **During construction between October 1 and February 28**, the applicant shall implement Mitigation Measure BIO/mm-5.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
25. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-7.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
26. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-8.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
27. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-9.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
28. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-12.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.
29. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-13.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program and pursuant to a mutually agreeable Annexation Agreement with the Nipomo Community Services District (NCSD) that establishes, at a minimum, the timing, phasing, construction obligations, and funding responsibility for such improvements.

Cultural Resources

30. **Prior to approval of offsite improvement plans,** the applicant shall implement Mitigation Measure CR/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
31. **Prior to approval of offsite improvement plans**, the applicant shall implement Mitigation Measure CR/mm-2.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
32. **Prior to approval of offsite improvement plans**, the applicant shall implement Mitigation Measure CR/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Geology/Soils

33. **Prior to the approval of offsite improvement plans,** the applicant shall implement Mitigation Measure GEO/mm-5.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
34. **Prior to the approval of offsite improvement plans,** the applicant shall implement Mitigation Measure GEO/mm-8.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Hazards and Hazardous Materials

35. **Prior to the approval of offsite improvement plans,** the applicant shall implement Mitigation Measure HAZ/mm-7.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Conditions required to be completed during construction of offsite improvements:

Air Quality

36. **During construction of offsite improvements,** Mitigation Measure AQ/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be adhered to.
37. **During construction of offsite improvements,** Mitigation Measure AQ/mm-3.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be adhered to.
38. **During construction of offsite improvements,** Mitigation Measure AQ/mm-3.3 (4) and (5) per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be adhered to.

Biological Resources

39. **Prior to implementation of construction activities (including staging and mobilization)**, the applicant shall implement Mitigation Measure BIO/mm-1.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
40. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-1.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
41. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-1.4 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
42. **During construction between October 1 and February 28**, the applicant shall implement Mitigation Measure BIO/mm-5.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
43. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-7.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
44. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-8.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
45. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-9.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
46. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-12.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

47. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-13.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
48. **During construction,** the applicant shall implement Mitigation Measure BIO/mm-16.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
49. **During construction,** the applicant shall implement Mitigation Measure BIO/mm-17.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
50. **During construction,** the applicant shall implement Mitigation Measure BIO/mm-17.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
51. **During construction,** the applicant shall implement Mitigation Measure BIO/mm-17.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
52. **During construction,** the applicant shall implement Mitigation Measure BIO/mm-19.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Cultural Resources

53. **During construction,** the applicant shall implement Mitigation Measure CR/mm-2.4 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Geology/Soils

54. **During construction,** the applicant shall implement Mitigation Measure GEO/mm-5.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
55. **During construction,** the applicant shall implement Mitigation Measure GEO/mm-8.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
56. **During construction,** the applicant shall implement Mitigation Measure GEO/mm-8.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Noise

57. **During Construction,** the applicant shall implement Mitigation Measure N/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

TRACT 3159 FINAL MAP CONDITIONS

Conditions required to be completed prior to final map recordation:

Additional Map Sheet

1. The applicant shall prepare an additional map sheet to be approved by the county Department of Planning and Building and the Department of Public Works. The additional map sheet shall be recorded with the final parcel or tract map. The additional map sheet shall include the following:

    a. If improvements are bonded for, all public improvements (access, drainage, stormwater, and utilities) shall be completed to the satisfaction of the County prior to occupancy of any new structure.

    b. In accordance with Title 13.01 of the County Code, the applicant shall be responsible for paying to the Department of Public Works the South County Area 1 Road Improvement Fee as a condition of this map approval. The fee shall be paid prior to final of building permits or occupancy of each unit and shall be assessed for each building permit to be issued. These fees are subject to change by resolution of the Board of Supervisors and will be automatically adjusted each year in accordance with County Code section 13.01.055(a). The applicant shall be responsible for paying the fee as specified in the Development Agreement. In accordance with Government Code section 66020(d)(1), the County provides notice to the applicant that the 90-day approval period in which the applicant may protest imposition of the Road Improvement Fee has begun.

    c. The applicant shall demonstrate that the project construction plans are in conformance with the applicant's Stormwater Control Plan.

    d. Maintenance of all subdivision streets or roads until such time as said road is accepted as part of the County maintained road system by resolution pursuant to Section 941 of the Streets and Highways Code.

    e. Maintenance of public road frontage improvements, sidewalks, landscaping, pedestrian amenities, and driveway sight distance in a viable condition and on a continuing basis in perpetuity, or until specifically accepted for maintenance by a public agency.

    f. Maintenance of all private access roads in perpetuity.

    g. Maintenance of all drainage and flood control facilities including basins, inlets, headwalls, pipes, channels/swales, fencing, landscaping, and related drainage appurtenances in a viable condition on a continuing basis in perpetuity.

    h. Maintenance of all stormwater quality facilities for public or common area improvements as stipulated in the Stormwater Operations and Maintenance Plan recorded with the County Clerk-Recorder's Office on a continuing basis in perpetuity.

    i. Maintenance of all common areas within the subdivision in perpetuity.

    j. Maintenance of all street lights in perpetuity, or until specifically accepted by a public agency.

    k. All driveway approaches shall be constructed in accordance with County Public Improvement Standards. All driveway approaches constructed on County roads

or project related roads to be accepted for County maintenance shall require an encroachment permit.

l. The additional map sheet shall contain the final conditions of approval for the Conditional Use Permit as they are shown in the Notice of Final Action.

Aesthetics

2. **Prior to final map recordation,** the applicant shall implement Mitigation Measure AES/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Biological Resources

3. **Prior to final map recordation, if improvements are not bonded for,** the applicant shall implement Mitigation Measure BIO/mm-2.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
4. **Prior to final map recordation, if improvements are not bonded for,** the applicant shall implement Mitigation Measure BIO/mm-14.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
5. **Prior to final map recordation, if improvements are not bonded for,** the applicant shall implement Mitigation Measure BIO/mm-15.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
6. **Prior to final map recordation, if improvements are not bonded for,** the applicant shall implement Mitigation Measure BIO/mm-18.4 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Covenants, Conditions, and Restrictions

7. The developer shall submit proposed Covenants, Conditions, and Restrictions (CC&R) for the subdivision to the County Department of Planning and Building for review and approval, and shall establish a Property Owners' Association or other organized and perpetual mechanism to ensure adequate inspection, operation, and maintenance (Maintenance) of the below project features in a form acceptable to the Department of Planning and Building, and in conformance with the requirements of the State Department of Real Estate:

    a. Maintenance of all subdivision streets or roads until such time as said road is accepted as part of the County maintained road system by resolution pursuant to Section 941 of the Streets and Highways Code.

    b. Maintenance of public road frontage improvements, sidewalks, landscaping, pedestrian amenities, and driveway sight distance in a viable condition and on a continuing basis in perpetuity, or until specifically accepted for maintenance by a public agency.

    c. Maintenance of all private access roads in perpetuity.

    d. Maintenance of all drainage and flood control facilities including basins, inlets, headwalls, pipes, channels/swales, fencing, landscaping, and related drainage appurtenances in a viable condition on a continuing basis in perpetuity.

    e. Maintenance of all stormwater quality facilities for public or common area improvements as stipulated in the Stormwater Operations and Maintenance Plan recorded with the County Clerk-Recorder's Office on a continuing basis in perpetuity.

f. Maintenance of all common areas within the subdivision in perpetuity.

g. Maintenance of all street lights in perpetuity, or until specifically accepted by a public agency.

h. Notification to prospective buyers that an additional map sheet was recorded with the final tract map. The restrictions, conditions and standards set forth in the additional map sheet apply to future development. It is the responsibility of the prospective buyers to read the information contained on the additional map sheet.

Fire

8. The applicant shall obtain a fire safety clearance letter from County Fire/CAL FIRE establishing fire safety requirements prior to filing the final map.

Improvement Maintenance

9. **Prior to final map recordation, if improvements are not bonded for,** the developer shall establish a Property Owners' Association or other organized and perpetual mechanism to ensure inspection, operation, and maintenance of the following improvements:

    a. The shared storm water treatment facilities for public or common area improvements.

    b. The shared storm drainage basins, inlets, pipes, fences, landscaping and other related appurtenances for public or common area improvements.

    c. Landscaping, sight distance, pedestrian amenities, and nonstandard features within the Right-of-Ways such as Class 1 bike lanes, Class 3 off-street bike lanes, and Class 4 bike lanes.

    d. Street lights.

Miscellaneous

10. Three (3) copies of a Preliminary Soils Report prepared by a Registered Civil Engineer in accordance with Sections 17953, 17954, 17955 of the California Health and Safety Code shall be submitted to the Public Works, Health and Planning and Building Departments prior to the filing of the final tract map. The date and person who prepared the report are to be noted on the map.

11. All lots shall be numbered in sequence.

12. Applicant shall file with the Department of Public Works an application requesting apportionment of any unpaid assessments under the Improvement Bond Act of 1915, in compliance with Section 8740.1 of the Streets and Highways Code of the State of California. Said apportionment must be completed prior to filing the map.

13. The applicant shall apply to the Department of Planning and Building for approval of new street names prior to the filing of the final parcel or tract map. Approved street names shall be shown on the final parcel or tract map.

14. **Prior to final map recordation,** the applicant shall pay Quimby fees.

Offers, Easements, and Restrictions

15. The applicant shall offer for dedication to the public the following easements by certificate on the map or by separate document:

    a. An emergency access easement over Lot N/34 in favor of Lot 9.

b. An emergency access easement over Lot R/38 in favor of Lots 3 and 7.

c. An access easement over Lots 14 and 15 in favor of Lot G/27.

d. A trail easement over Lot L/32 in favor of Lot 7.

e. A trail easement over Lot N/34 in favor of Lots 8 and 9.

f. For road widening purposes a variable road right-of-way along Willow Road and Pomeroy Road of sufficient width to contain all elements of the roadway prism.

g. A 20-foot radius road right-of-way along the property line returns at the intersection all streets and roads.

h. A public utility easement along all roads to be described as 10-feet beyond the right-of-way, plus those additional easements as required by the utility company, shall be shown on the final map.

i. Drainage easement(s) as necessary to contain both existing and proposed drainage improvements where those improvements accept storm water from a public road.

j. New roads/streets identified as “Public Collector A”, “Public Collector B”, and “Public Collector C” on the tentative map, a 70-foot-wide road right-of-way with additional width as required containing all elements of the roadway prism.

16. The applicant shall reserve the following private easements by certificate on the map or by separate document:

    a. A minimum 40-foot shared private access, utility, and drainage easement over Lot 37 in favor of parcels taking access on the privately-maintained portion of Hetrick Avenue off Pomeroy Road, with additional width as necessary to include all elements of the roadway prism and the cul-de-sac or other Cal Fire approved road terminus.

    b. An access easement over Lot 3 in favor of Lot 1.

    c. An access easement over Lot 15 in favor of Lot 14.

    d. An access easement over Lot D/24 in favor of Lot 5.

    e. An access easement over Lot D/24 in favor of Lot 6.

    f. An access easement over Lot N/34 in favor of Lot 9.

    g. New road for access, utility, and drainage, identified as “Local Road D”, on the tentative map, a 64-foot-wide road right-of-way with additional width as required containing all elements of the roadway prism.

17. The applicant shall show the following restrictions by certificate on the map or record by separate document:

    a. If drainage/stormwater basins are required then the basin areas shall be indicated as a building restriction on the map.

    b. Access denial along all round-abouts.

    c. Access shall be denied to Cherokee Place and Hetrick Road from Lot’s 5, 6, 8, 9, 12, D/24, F/26, G/27, N/34, unless otherwise approved by Public Works for emergency ingress/egress, and this shall be by certificate and designation on the map.

d. Easements shown to be quitclaimed on the tentative map shall be done so prior to filing or on the final map.

e. If a drainage basin is required, the drainage basin along with rights of ingress and egress shall be offered to dedication to the public by certificate on the map with an additional easement reserved in favor of the owners and assigns.

Public Services

18. **Prior to final map recordation,** the applicant shall implement Mitigation Measure PS/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

FUTURE SUBDIVISION MAP CONDITIONS

Conditions required to be completed at the time of application for future subdivision:

Access and Improvements

1. **Prior to the approval of tract improvement plans,** improvement plans shall be prepared in accordance with County Public Improvement Standards by a Registered Civil Engineer and submitted to the Department of Public Works and the Department of Environmental Health for approval. The plans are to include, as applicable:
    a. Street plan and profile.
    b. Drainage ditches, culverts, and other structures (if drainage calculations require).
    c. Utility plan.
        1. Water plan to be approved jointly with Nipomo Community Services District and the Department of Environmental Health. Water facilities and appurtenances shall be constructed and service laterals stubbed to each new parcel.
        2. Sewer plan to be approved jointly with Nipomo Community Services District and the Department of Environmental Health. Sewer facilities and appurtenances shall be constructed and service laterals stubbed to each new parcel.
        3. New electric power, telephone and cable television service conduits and appurtenances shall be constructed and service conduits stubbed to each new parcel.
        4. New gas distribution mains and appurtenances shall be installed along the entire project frontage(s) and gas service laterals stubbed to each new parcel, as applicable.
    d. Traffic signal plan.
    e. Sedimentation and erosion control plan for subdivision related improvements.
    f. Stormwater control plan for subdivision related improvements (if subject to MS-4 requirements).
    g. Traffic control plan for construction in accordance with the California Manual on Uniform Traffic Control Devices (CA-MUTCD).
    h. Public utility plan, showing all existing utilities and installation of all new utilities to serve each lot.
    i. Tree removal/retention plan for trees to be removed and retained associated with the required improvement for the land division to be approved jointly with the Department of Planning and Building.
    j. Trail plan, if required, to be approved jointly with the Department of Parks and Recreation.
    k. All grading shall be done in accordance with the County Public Improvement Standards and the current California Building Code. Lot lines shall be considered as Site Area Boundaries with slopes setback accordingly.

l. If environmental permits from the Army Corps of Engineers or the California Department of Fish and Wildlife are required for any public improvements that are to be maintained by the County, the applicant or his engineer, prior to the approval of the plans by the Department of Public Works shall:

1. Submit a copy of all such permits to the Department of Public Works, OR
2. Document that the regulatory agencies have determined that said permit is not required.

2. The applicant shall enter into an agreement and post a deposit with the county for the cost of checking the map, the improvement plans if any, and the cost of inspection of any such improvements by the county or its designated representative.
3. The applicant shall provide the County with an Engineer of Work Agreement retaining a registered civil engineer to furnish construction phase services, Record Drawings and to certify the final product to the Department of Public Works. The civil engineer, upon completion of the improvements, shall certify to the Department of Public Works that the improvements are made in accordance with all conditions of approval, including any related land use permit conditions and the approved improvement plans.
4. At the time of application for construction permits, the applicant shall submit plans showing any overhead electric line and telephone/cable communication lines permanently relocated underground, consistent with County Code Section 23.05.120.
5. Landscaping in accordance with the approved landscaping plan shall be installed or bonded for prior to approval of tract improvement plans. If bonded for, landscaping shall be installed within 60 days after completion of tract improvements. All landscaping shall be maintained in a viable condition in perpetuity.
6. **Prior to the approval of tract improvement plans,** the County Department of Planning and Building shall designate a monitor to oversee the implementation of the Conditions of Approval and Mitigation Measures by the applicant. The applicant shall be responsible for payment of the monitoring fees incurred by the monitor on a monthly basis. The applicant shall submit and retain a deposit commensurate with two months of monitoring, to be determined by the County and the monitor.

Air Quality

7. **At the time of application for future subdivision applications**, Mitigation Measure AQ/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
8. **At the time of application for future subdivision applications**, Mitigation Measure AQ/mm-3.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
9. **At the time of application for future subdivision applications,** Mitigation Measure AQ/mm-3.3 (2), (6), (7), (8), (10), and (12) per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
10. **At the time of application for future subdivision applications**, the applicant shall implement Mitigation Measure AQ/mm-7.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Biological Resources

11. **At the time of application for future subdivision applications**, the applicant shall implement Mitigation Measure BIO/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
12. **At the time of application for future subdivision applications**, the applicant shall implement Mitigation Measure BIO/mm-1.6 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
13. **At the time of application for future subdivision applications**, the applicant shall implement Mitigation Measure BIO/mm-2.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
14. **At the time of application for future subdivision applications**, the applicant shall implement Mitigation Measure BIO/mm-2.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
15. **At the time of application for future subdivision applications, if improvements for Tract 3159 were bonded for,** the applicant shall provide evidence that Mitigation Measure BIO/mm-2.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program has been implemented.
16. **At the time of application for future subdivision applications**, the applicant shall implement Mitigation Measure BIO/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
17. **At the time of application for future subdivision applications**, the applicant shall implement Mitigation Measure BIO/mm-4.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
18. **At the time of application for future subdivision applications**, the applicant shall implement Mitigation Measure BIO/mm-4.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
19. **At the time of application for future subdivision applications,** the applicant shall implement Mitigation Measure BIO/mm-6.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
20. **At the time of application for future subdivision applications, if improvements for Tract 3159 were bonded for,** the applicant shall provide evidence that Mitigation Measure BIO/mm-14.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program has been implemented.
21. **At the time of application for future subdivision applications, if improvements for Tract 3159 were bonded for,** the applicant shall provide evidence that Mitigation Measure BIO/mm-15.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program has been implemented.
22. **At the time of application for future subdivision applications,** the applicant shall implement Mitigation Measure BIO/mm-18.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
23. **At the time of application for future subdivision applications,** the applicant shall implement Mitigation Measure BIO/mm-18.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

24. **At the time of application for future subdivision applications,** the applicant shall implement Mitigation Measure BIO/mm-18.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

25. **At the time of application for future subdivision applications, if improvements for Tract 3159 were bonded for,** the applicant shall provide evidence that Mitigation Measure BIO/mm-18.4 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program has been implemented.

Cultural Resources

26. **At the time of application for future subdivision applications,** the applicant shall implement Mitigation Measure CR/mm-2.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

27. **At the time of application for future subdivision applications,** the applicant shall implement Mitigation Measure CR/mm-2.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

28. **At the time of application for future subdivision applications,** the applicant shall implement Mitigation Measure CR/mm-2.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Drainage & Flood Control

29. Submit complete drainage calculations prepared by a licensed civil engineer to the Department of Public Works for review and approval. If calculations so indicate, drainage must be retained/detained in a drainage basin on the property [21.03.010(5)(b)]. The design of the basin is to be approved by the Department of Public Works, in accordance with county standards. The basin/s is/are to be maintained in perpetuity.

30. All project-related drainage shall be designed and constructed in accordance with the recommendations of the Nipomo Drainage and Flood Control Study.

Environmental Health

31. **At the time of application for future subdivision applications,** the plans shall show any abandoned wells or wells to be abandoned. Any abandoned wells shall be destroyed per the standards outlined in California Well Standards, Bulletin 74-81, 74-90. Well destruction permits shall be obtained prior to approval of tract improvement plans.

Fire

32. **At the time of application for future subdivision applications,** all plans shall comply with all applicable standards, regulations, codes, and ordinances at time of building permit issuance (CA Fire Code, CA Code of Regulations Title 14, San Luis Obispo County Title 16). Specifically:

    a. A registered Fire Protection Engineer is required to provide a written technical analysis of the fire protection requirements. (Hydrant system requirements, fire sprinklers system for NFPA 13, NFPA 13D or 13R, etc.)

    b. All future buildings, facilities, and developments shall be accessible to fire department apparatus by way of approved access roadways and/or driveways. The fire access roads shall comply with the requirements of California Code of Regulations Title 14 and San Luis Obispo County Title 16.

c. Access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced to provide all-weather driving capabilities. Provide an engineered analysis of the proposed roadway noting its ability to support apparatus weighing 75,000 lbs. (commercial) or 40,000 lbs. (residential).

d. Provide fire department access roads to within 150 feet of any exterior portion of the buildings as measured by an approved route around the exterior of the building or facility.

e. Roadways shall be a minimum of 20 feet in width with 2-foot shoulders and 13-foot 6-inch vertical clearance.

f. Driveways up to 199 feet shall be a minimum of 12 feet in width. Driveways over 199 feet shall be 14 feet wide.

g. Turnarounds are required on driveways and dead end roadways.

h. Maximum dead end road lengths shall comply with requirements established in CA Title 14. Distances are determined by the lot size.

i. Roadway radius shall not have a radius of less than 50 feet. And additional surface width of 4 feet shall be added to curves of 50-100 feet radius and 2 feet to curves of 100-200 feet radius.

j. Gates for driveways and/or roadways shall comply with the California Fire Code. Emergency access gate/ barricades will have fire department access Knox Key entry for locks or electric gates.

k. Approved hydrants shall be installed based in accordance with requirements in C.F.C. appendix B. Private fire service mains shall be installed, tested and maintained per NFPA 24 2016 edition.

l. The minimum main size of all fire hydrants shall be 6 inches in diameter. Piping shall be installed with C-900 class 200 piping or ductile iron or equivalent per NFPA 24, 2016 edition for the installation of Underground Fire Protection Mains.

Geology/Soils

33. **At the time of application for future subdivision applications**, the applicant shall implement Mitigation Measure GEO/mm-5.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

34. **At the time of application for future subdivision applications,** the applicant shall implement Mitigation Measure GEO/mm-8.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Noise

35. **Prior to the approval of tract improvement plans,** Mitigation Measure N/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.

Stormwater Pollution Prevention Plan (SWPPP)

36. **Prior to the approval of tract improvement plans**, if the project disturbs more than 1.0 acre or is part of a common plan of development, the applicant must enroll for coverage under California's Construction General Permit. Sites that disturb less than 1.0 acre must implement all required elements within the site's erosion and sediment control plan as required by San Luis Obispo County Codes.

Stormwater Control Plan (SWCP)

37. Prior to the approval of tract improvement plans, the applicant shall demonstrate whether the project is subject to post-construction stormwater requirements by submitting a Stormwater Control Plan application or Stormwater Post Construction Requirements (PCRs) Waiver Request Form.

    a. The applicant must submit a SWCP for all regulated projects subject to Performance Requirement #2 and above. The SWCP must be prepared by an appropriately licensed professional and submitted to the County for review and approval. Applicants must utilize the County's latest SWCP template.

    b. If post-construction stormwater control measures (SCMs) are proposed, the applicant must submit a draft Stormwater Operations and Maintenance Plan for review by the County. The plan must consist of the following Planning & Building Department forms:

        1. Structural Control Measure Description (Exhibit B)
        2. Stormwater System Contact Information
        3. Stormwater System Plans and Manuals

    c. If applicable, following approval by the County, the applicant shall record with the County Clerk-Recorder the Stormwater Operation and Maintenance Plan and an agreement or provisions in the CCRs for the purpose of documenting on-going and permanent storm drainage control, management, treatment, inspection and reporting.

        1. **Prior to acceptance of the improvements (if applicable)**, the Stormwater Operations and Maintenance plan and General Notice must be updated to reflect as-built changes, approved by the County, and re-recorded with the County Clerk-Recorder as amendments to the original document.

Tribal Cultural Resources

38. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure TCR/mm-1.1per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
39. **Prior to approval of tract improvement plans,** the applicant shall implement Mitigation Measure TCR/mm-1.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Conditions required to be completed during construction:

Air Quality

40. **During construction**, Mitigation Measure AQ/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be adhered to.
41. **During construction**, Mitigation Measure AQ/mm-3.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be adhered to.
42. **During construction**, Mitigation Measure AQ/mm-3.3 (4) and (5) per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be adhered to.

Biological Resources

43. **Prior to implementation of construction activities (including staging and mobilization)**, the applicant shall implement Mitigation Measure BIO/mm-1.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
44. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-1.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
45. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-1.4 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
46. **During construction between October 1 and February 28**, the applicant shall implement Mitigation Measure BIO/mm-5.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
47. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-7.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
48. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-8.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
49. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-9.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
50. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-12.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
51. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-13.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Cultural Resources

52. **During construction,** the applicant shall implement Mitigation Measure CR/mm-2.4 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Geology/Soils

53. **During construction,** the applicant shall implement Mitigation Measure GEO/mm-5.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
54. **During construction,** the applicant shall implement Mitigation Measure GEO/mm-8.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.
55. **During construction,** the applicant shall implement Mitigation Measure GEO/mm-8.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Noise

56. **During Construction,** the applicant shall implement Mitigation Measure N/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Conditions required to be completed prior to final map recordation:

Additional Map Sheet

57. The applicant shall prepare an additional map sheet to be approved by the county Department of Planning and Building and the Department of Public Works. The additional map sheet shall be recorded with the final parcel or tract map. The additional map sheet shall include the following:

a. If improvements are bonded for, all public improvements (access, drainage, stormwater, and utilities) shall be completed to the satisfaction of the County prior to occupancy of any new structure.

b. In accordance with Title 13.01 of the County Code, the applicant shall be responsible for paying to the Department of Public Works the South County Area 1 Road Improvement Fee as a condition of this map approval. The fee shall be paid prior to final of building permits or occupancy for each unit and shall be assessed for each building permit to be issued. These fees are subject to change by resolution of the Board of Supervisors and will be automatically adjusted each year in accordance with County Code section 13.01.055(a). The applicant shall be responsible for paying the fee in effect at the time of issuance of building permits or as otherwise stated in the Development Agreement. In accordance with Government Code section 66020(d)(1), the County provides notice to the applicant that the 90-day approval period in which the applicant may protest imposition of the Road Improvement Fee has begun.

c. The applicant shall demonstrate that the project construction plans are in conformance with the applicant's Stormwater Control Plan.

d. Maintenance of all subdivision streets or roads until such time as said road is accepted as part of the County maintained road system by resolution pursuant to Section 941 of the Streets and Highways Code.

e. Maintenance of public road frontage improvements, sidewalks, landscaping, pedestrian amenities, and driveway sight distance in a viable condition and on a continuing basis in perpetuity, or until specifically accepted for maintenance by a public agency.

f. Maintenance of all private access roads in perpetuity.

g. Maintenance of all drainage and flood control facilities including basins, inlets, headwalls, pipes, channels/swales, fencing, landscaping, and related drainage appurtenances in a viable condition on a continuing basis in perpetuity.

h. Maintenance of all stormwater quality facilities for public or common area improvements as stipulated in the Stormwater Operations and Maintenance Plan recorded with the County Clerk-Recorder's Office on a continuing basis in perpetuity.

i. Maintenance of all common areas within the subdivision in perpetuity.

j. Maintenance of all street lights in perpetuity, or until specifically accepted by a public agency.

k. All driveway approaches shall be constructed in accordance with County Public Improvement Standards. All driveway approaches constructed on County roads or project related roads to be accepted for County maintenance shall require an encroachment permit.

l. The additional map sheet shall contain the final conditions of approval for the Conditional Use Permit as they are shown in the Notice of Final Action.

Aesthetics

58. **Prior to final map recordation,** the applicant shall implement Mitigation Measure AES/mm-3.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Biological Resources

59. **Prior to final map recordation,** the applicant shall implement Mitigation Measure BIO/mm-2.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Fire

60. The applicant shall obtain a fire safety clearance letter from County Fire/CAL FIRE establishing fire safety requirements prior to filing the final map.

Improvement Maintenance

61. Prior to map recordation the developer shall establish a Property Owners' Association or other organized and perpetual mechanism to ensure inspection, operation, and maintenance of the following improvements:
    a. The shared storm water treatment facilities for public or common area improvements.
    b. The shared storm drainage basins, inlets, pipes, fences, landscaping and other related appurtenances for public or common area improvements.
    c. Landscaping, sight distance, pedestrian amenities, and nonstandard features within the Right-of-Ways such as Class 1 bike lanes, Class 3 off-street bike lanes, and Class 4 bike lanes.
    d. Street lights.

Miscellaneous

62. Three (3) copies of a Preliminary Soils Report prepared by a Registered Civil Engineer in accordance with Sections 17953, 17954, 17955 of the California Health and Safety Code shall be submitted to the Public Works, Health and Planning and Building Departments prior to the filing of the final tract map. The date and person who prepared the report are to be noted on the map.
63. All lots shall be numbered in sequence.
64. Applicant shall file with the Department of Public Works an application requesting apportionment of any unpaid assessments under the Improvement Bond Act of 1915, in compliance with Section 8740.1 of the Streets and Highways Code of the State of California. Said apportionment must be completed prior to filing the map.
65. The applicant shall apply to the Department of Planning and Building for approval of new street names prior to the filing of the final parcel or tract map. Approved street names shall be shown on the final parcel or tract map.
66. **Prior to final map recordation,** the applicant shall pay Quimby fees.

Offers, Easements, and Restrictions

67. The applicant shall offer for dedication to the public the following easements by certificate on the map or by separate document:
    a. An emergency access easement over Lot N/34 in favor of Lot 9.
    b. An emergency access easement over Lot R/38 in favor of Lots 3 and 7.
    c. An access easement over Lots 14 and 15 in favor of Lot G/27.
    d. A trail easement over Lot L/32 in favor of Lot 7.

e. A trail easement over Lot N/34 in favor of Lots 8 and 9.

f. For road widening purposes a variable road right-of-way along Willow Road and Pomeroy Road of sufficient width to contain all elements of the roadway prism.

g. A 20-foot radius road right-of-way along the property line returns at the intersection all streets and roads.

h. A public utility easement along all roads to be described as 10-feet beyond the right-of-way, plus those additional easements as required by the utility company, shall be shown on the final map.

i. Drainage easement(s) as necessary to contain both existing and proposed drainage improvements where those improvements accept storm water from a public road.

68. The applicant shall reserve the following private easements by certificate on the map or by separate document:

    a. A minimum 40-foot shared private access, utility, and drainage easement over Lot 37 in favor of parcels taking access on the privately-maintained portion of Hetrick Avenue off Pomeroy Road, with additional width as necessary to include all elements of the roadway prism and the cul-de-sac or other Cal Fire approved road terminus.

    b. An access easement over Lot 3 in favor of Lot 1.

    c. An access easement over Lot 15 in favor of Lot 14.

    d. An access easement over Lot D/24 in favor of Lot 5.

    e. An access easement over Lot D/24 in favor of Lot 6.

    f. An access easement over Lot N/34 in favor of Lot 9.

69. The applicant shall show the following restrictions by certificate on the map or record by separate document:

    a. If drainage/stormwater basins are required then the basin areas shall be indicated as a building restriction on the map.

    b. Access denial along all round-abouts.

    c. Access shall be denied to Cherokee Place and Hetrick Road from Lot's 5, 6, 8, 9, 12, D/24, F/26, G/27, N/34, unless otherwise approved by Public Works for emergency ingress/egress, and this shall be by certificate and designation on the map.

    d. Easements shown to be quitclaimed on the tentative map shall be done so prior to filing or on the final map.

    e. If a drainage basin is required, the drainage basin along with rights of ingress and egress shall be offered for dedication to the public by certificate on the map with an additional easement reserved in favor of the owners and assigns.

Wildfire

70. **Prior to final map recordation,** the applicant shall implement Mitigation Measure WF/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

FUTURE LAND USE PERMIT CONDITIONS

Conditions required to be completed at the time of application for future land use permits:

Air Quality

1. **At the time of application for future land use permits,** Mitigation Measure AQ/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
2. **At the time of application for future land use permits,** Mitigation Measure AQ/mm-3.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
3. **At the time of application for future land use permits,** Mitigation Measure AQ/mm-3.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans, as applicable.
4. **At the time of application for future land use permits,** the applicant shall implement Mitigation Measure AQ/mm-5.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Biological Resources

5. **At the time of application for future land use permits,** the applicant shall implement Mitigation Measure BIO/mm-1.6 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Transportation

6. **Prior to issuance of construction permits,** the applicant shall implement Mitigation Measure TR/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Utilities

7. **At the time of application for future land use permits,** the applicant shall implement Mitigation Measure USS/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

FUTURE DEVELOPMENT/BUILDING PERMIT CONDITIONS

Conditions required to be completed at the time of application for grading or construction permits:

Air Quality

8. **At the time of application for grading or construction permits**, Mitigation Measure AQ/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
9. **At the time of application for grading or construction permits**, Mitigation Measure AQ/mm-3.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans.
10. **At the time of application for grading or construction permits**, Mitigation Measure AQ/mm-3.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be printed on plans, as applicable.
11. **At the time of application for grading or construction permits,** the applicant shall implement Mitigation Measure AQ/mm-5.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program for uses within 500 feet of U.S. Route 101.

Building

12. **At the time of application for construction permits,** plans shall comply with current codes adopted by the County of San Luis Obispo at the time of application submittal, including the current version of the California Building Standards Codes and Title 19 of the County Code.
13. **At the time of application for construction permits,** soils reports shall be submitted for each structure.
14. **At the time of application for construction permits,** for Neighborhoods 4, 5, and/or 6, future developer(s) shall provide plans showing the construction of ADUs at a rate of three ADUs per every twenty-one (21) primary dwelling units, until a minimum of 40 ADUs have been applied for. Prior to issuance of a construction permit for the 245th unit in NBDs 4, 5, and/or 6, any future developer shall verify that a minimum of 40 ADUs have been applied for in NBDs 4, 5, and/or 6.
15. **At the time of application for construction permits,** for Neighborhoods 7, 8, and/or 9, future developer(s) shall provide plans showing the construction of ADUs at a rate of three ADUs per every twenty-one (21) primary dwelling units, until a minimum of 60 ADUs have been applied for. Prior to issuance of a construction permit for the 352nd unit in NBDs 7, 8, and/or 9, any future developer shall verify that a minimum of 60 ADUs have been applied for in NBDs 7, 8, and/or 9.

Biological Resources

16. **At the time of application for construction permits,** the applicant shall implement Mitigation Measure BIO/mm-1.6 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Cultural Resources

17. **At the time of application for construction permits,** the applicant shall implement Mitigation Measure CR/mm-2.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program

Drainage & Flood Control

18. Submit complete drainage calculations prepared by a licensed civil engineer to the Department of Public Works for review and approval. If calculations so indicate, drainage must be retained/detained in a drainage basin on the property [21.03.010(5)(b)]. The design of the basin is to be approved by the Department of Public Works, in accordance with county standards. The basin/s is/are to be maintained in perpetuity.
19. All project related drainage shall be designed and constructed in accordance with the recommendations of the Nipomo Drainage and Flood Control Study.
20. **At the time of application for construction permits,** the applicant shall submit complete erosion and sedimentation control plan for review and approval in accordance with Section 22.52.120 of the Land Use Ordinance.
21. **At the time of application for construction permits,** the applicant shall demonstrate that the project construction plans are in conformance with their Stormwater Control Plan.

Fire

22. **At time of application for construction permits,** all construction plans and use of the facility shall comply with all applicable standards, regulations, codes and ordinances at time of building permit issuance (CA Fire Code, CA Code of Regulations Title 14, San Luis Obispo County Title 16). Specifically:
    a. A registered Fire Protection Engineer is required to provide a written technical analysis of the fire protection requirements. (hydrant system requirements, fire sprinklers system for NFPA 13, NFPA 13D or 13R.
    b. All buildings, facilities, and developments shall be accessible to fire department apparatus by way of approved access roadways and/or driveways. The fire access road shall comply with the requirements of California Code of Regulations Title 14 and San Luis Obispo County Title 16.
    c. Access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced to provide all-weather driving capabilities. Provide an engineered analysis of the proposed roadway noting its ability to support apparatus weighing 75,000 lbs. (commercial) or 40,000 lbs. (residential).
    d. Provide fire department access roads to within 150 feet of any exterior portion of the buildings as measured by an approved route around the exterior of the building or facility.
    e. Roadways shall be a minimum of 20 feet in width with a 2-foot shoulders and 13-foot 6-inch vertical clearance.
    f. Driveways up to 199 feet shall be a minimum of 12 feet in width. Driveways over 199 feet shall be 14 feet wide.
    g. Turnarounds are required on driveways and dead end roadways.
    h. Maximum dead end road lengths shall comply with requirements established in CA Title 14. Distances are determined by the lot size.

i. Roadway radius shall not have a radius of less than 50 feet. And additional surface width of 4 feet shall be added to curves of 50-100 feet radius and 2 feet to curves of 100-200 feet radius.

j. Gates for driveways and/or roadways shall comply with the California Fire Code. Emergency access gate/ barricades will have fire department access Knox Key entry for locks or electric gates.

k. Approved hydrants shall be installed based in accordance with requirements in C.F.C. appendix B. Private fire service mains shall be installed, tested and maintained per NFPA 24 2016 edition.

l. The minimum main size of all fire hydrants shall be 6 inches in diameter. Piping shall be installed with C-900 class 200 piping or ductile iron or equivalent per NFPA 24, 2016 edition for the installation of Underground Fire Protection Mains.

m. An automatic fire sprinkler system shall be installed in accordance with provisions set forth in the California Fire Code as amended by the San Luis Obispo amendments and the applicable National Fire Protection Association Standard. Automatic fire sprinkler systems shall be designed by a fire protection engineer or C-16 licensed contractor.

n. Provide 100 feet of defensible space around all structures.

23. At the time of application for construction permits, the applicant shall provide evidence to the Department of Planning and Building that onsite circulation and pavement structural sections have been designed and shall be constructed in conformance with CAL FIRE/County Fire standards and specifications back to the nearest public maintained roadway.

24. At the time of application for construction permits, all plans submitted to the Department of Planning and Building shall meet the fire and life safety requirements of the California Fire Code. Requirements shall include, but not be limited to those outlined in the Fire Safety Plan, prepared by the CAL FIRE/County Fire Department for this project.

Geology/Soils

25. **At the time of application for construction permits,** the applicant shall implement Mitigation Measure GEO/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

26. **At the time of application for construction permits,** the applicant shall implement Mitigation Measure GEO/mm-5.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

27. **At the time of application for construction permits,** the applicant shall implement Mitigation Measure GEO/mm-8.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Greenhouse Gas Emissions

28. **At the time of application for construction permits,** the applicant shall implement Mitigation Measure GHG/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Site Development

29. At the time of application for construction permits, the applicant shall provide details on any proposed signs. The number and area of signs allowed shall comply with Section 22.20.060 of the Land Use Ordinance.

30. At the time of application for construction permits plans submitted shall show all development consistent with the design standards of the approved Dana Reserve Specific Plan.

31. At the time of application for construction permits, the applicant shall provide details on any proposed exterior lighting, if applicable. The details shall include the height, location, and intensity of all exterior lighting. All lighting fixtures shall be shielded so that neither the lamp or the related reflector interior surface is visible from adjacent properties. Light hoods shall be dark colored.

Stormwater

32. **At the time of application for construction permits**, the applicant must account for the total area of disturbance associated with construction and indicate the limits of disturbance on the plans. Projects that disturb greater than 1.0 acre for construction related activities must enroll in the Construction General Permit (CGP) for Stormwater Discharges Associated with Construction (Order 2009-0009-DWQ). This project and proposed operation may meet the criteria to require enrollment in the Industrial Stormwater General Permit (IGP) for Discharges Associated with Industrial Activities (Order 2014-0057-DWQ). The applicant should review the facilities Standard Industrial Classification (SIC) Code to determine if planned operation is a regulated industry. Sites that disturb less than 1.0 acre must implement all required elements within the site's erosion and sediment control plan as required by San Luis Obispo County Codes.

    Projects that are required to enroll in the Construction General Permit will be required to provide evidence of enrollment, including providing WDID#, NOI, QSD/P, and copy of SWPPP.

    Based on your SIC Code, your facility may need to enroll in the IGP to comply with industrial stormwater regulations. If your SIC Code is a regulated industry, you must provide verification of enrollment in IGP by providing your Waste Discharge Identification Number prior to issuance of any land use or construction permit or submit information to the Central Coast Regional Water Quality Control Board demonstrating why the Industrial General Permit is not applicable to your facility.

33. **At the time of application for construction permits**, the applicant shall complete a Stormwater Control Plan (SWCP) Application and supporting documents or Stormwater Post Construction Requirements Wavier Request Form. The project is located within the County of San Luis Obispo Municipal Stormwater Management Area (MS4 Coverage Area) and compliance with the Central Coast Post-Construction Requirements (Resolution R3-2013-00032) is required.

    The applicant must submit a SWCP for all regulated projects subject to Performance Requirement #2 and above. The SWCP must be prepared by an appropriately licensed professional and submitted to the County for review and approval. Applicants must utilize the County's latest SWCP template.

    a. If post-construction stormwater control measures (SCMs) are proposed, the applicant must submit a draft Stormwater Operations and Maintenance Plan for

review by the County. The plan must consist of the following Planning & Building Department forms;

1. Structural Control Measure Description (Exhibit B)
2. Stormwater System Contact Information
3. Stormwater System Plans and Manuals

b. If applicable, following approval by the County, the applicant shall record with the County Clerk-Recorder the Stormwater Operation and Maintenance Plan and an agreement or provisions in the CCRs for the purpose of documenting on-going and permanent storm drainage control, management, treatment, inspection and reporting.

34. The Department of Planning and Building is required to track the long-term operation and maintenance of post-construction stormwater control measures installed within the County's Stormwater Management Area. A stormwater Condition Compliance Monitoring Case for tracking long-term compliance and an Operation and Maintenance Agreement is required if Performance Requirements PR2 or higher are identified. **At the time of application for construction permits,** the applicant shall submit additional documents required for private stormwater system operation and maintenance plan. Operation and Maintenance Plans typically consist of a Recorded Agreement for the project.

35. **Prior to acceptance of the improvements (if applicable)**, the Stormwater Operations and Maintenance plan and General Notice must be updated to reflect as-built changes, approved by the County, and re-recorded with the County Clerk-Recorder as amendments to the original document.

Conditions required to be completed prior to issuance of grading or construction permits:

Air Quality

36. **Prior to issuance of grading or construction permits**, the applicant shall implement Mitigation Measure AQ/mm-7.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Biological Resources

37. **Prior to permit issuance of grading or construction permits,** the applicant shall implement Mitigation Measure BIO/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Building Division

38. Projects that are required to enroll in the Construction General Permit will be required to provide evidence of enrollment, including providing WDID#, NOI, QSD/P, and copy of SWPPP.

Fees

39. **Prior to issuance of construction permits,** and in accordance with Title 13.01 of the County Code, the applicant must pay to the Department of Public Works the South County Area 1 Road Improvement Fee based on the latest adopted area fee schedule. (The fee schedule is subject to change by resolution of the Board of Supervisors. The applicant shall be responsible for paying the fee in effect prior to issuance of certificate of occupancy or final inspection, or within 30 days of Land Use Permit approval if no building permits are required.)

40. **Prior to issuance of construction permits,** the applicant shall pay (1) all applicable school fees and (2) any public facilities fees pursuant to the Development Agreement.

Noise

41. **Prior to issuance of construction permits,** the applicant shall implement Mitigation Measure N/mm-1.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Utilities

42. **Prior to issuance of construction permits,** the applicant shall implement Mitigation Measure USS/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Water and Sewer Service

43. **Prior to issuance of construction permits,** the applicant shall submit evidence of adequate water and sewer service to serve the proposal from the Nipomo Community Services District in the form of a will-serve or intent-to-serve letter.

Conditions required to be completed during grading or construction:

Air Quality

44. **During grading or construction,** Mitigation Measure AQ/mm-3.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be adhered to.

45. **During grading or construction,** Mitigation Measure AQ/mm-3.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be adhered to.

46. **During grading or construction,** Mitigation Measure AQ/mm-3.3 (4) and (5) per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program shall be adhered to.

Biological Resources

47. **Prior to implementation of construction activities (including staging and mobilization)**, the applicant shall implement Mitigation Measure BIO/mm-1.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

48. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-1.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

49. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-1.4 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

50. **During construction between October 1 and February 28**, the applicant shall implement Mitigation Measure BIO/mm-5.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

51. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-7.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

52. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-8.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

53. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-9.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

54. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-12.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

55. **During construction**, the applicant shall implement Mitigation Measure BIO/mm-13.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Cultural Resources

56. **During construction,** the applicant shall implement Mitigation Measure CR/mm-2.4 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Geology/Soils

57. **During construction**, the applicant shall implement Mitigation Measure GEO/mm-5.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

58. **During construction,** the applicant shall implement Mitigation Measure GEO/mm-5.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

59. **During construction,** the applicant shall implement Mitigation Measure GEO/mm-8.2 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

    During construction, the applicant shall implement Mitigation Measure GEO/mm-8.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Noise

60. **During Construction,** the applicant shall implement Mitigation Measure N/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Conditions required to be completed prior to occupancy:

Air Quality

61. **Prior to occupancy of any commercial structure,** the applicant shall obtain any Operational Permits that may be required by the San Luis Obispo County Air Pollution Control District. The following list is provided as a guide to equipment and operations that may have permitting requirements but should not be viewed as exclusive. For a more detailed listing, refer to the Technical Appendix, page 4-4, in the APCD's 2012 CEQA Handbook.

    a. Portable generators and equipment with engines that are 50 hp or greater;
    b. Chemical product processing and or manufacturing;
    c. Electrical generation plants or the use of standby generators;
    d. Food and beverage preparation (primarily coffee roasters);
    e. Furniture and fixture products;
    f. Metal industries; fabrication;
    g. Small scale manufacturing;
    h. Auto and vehicle repair and painting facilities;
    i. Dry cleaning;
    j. Boilers;
    k. Internal combustion engines; and
    l. Sterilization units(s) using ethylene oxide and incinerator(s).

Biological Resources

62. **Prior to occupancy of each structure**, the applicant shall implement Mitigation Measure BIO/mm-1.5 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

63. **Prior to occupancy of each structure**, as applicable, the applicant shall implement Mitigation Measure BIO/mm-2.3 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

Building Division

64. ***Prior to occupancy of the 607th unit**, the future developer shall provide evidence that a minimum of 100 ADUs have been constructed and/or are under construction within NBDs 4, 5, 6, 7, 8, and/or 9.*

Environmental Health

65. **Prior to issuance of construction permits for commercial uses,** where applicable, the applicant shall return a Hazardous Materials Declaration Flowchart to the Department of Environmental Health. Be advised that threshold levels are 55 gallons, 500 pounds or 200 cubic feet and common materials include (but are not limited to): compressed gasses (such as oxygen), back-up generator fuel, paint, lubricants, pesticides, herbicides, fertilizers, and pool chemicals.

66. **Prior to issuance of a construction permit for commercial uses,** the applicant shall obtain the appropriate County Health Department permits including, but not limited to those required by County Code Title 8 for food and drink establishments.

Inspection

67. **Prior to occupancy or final inspection,** whichever occurs first, the applicant shall obtain final inspection and approval from CAL FIRE/County Fire of all required fire and life safety measures.

68. **Prior to occupancy or final inspection,** whichever occurs first, the applicant shall obtain final inspection and approval from the Department of Planning and Building for compliance with the project conditions of approval.

Public Works

69. **Prior to occupancy of any structure,** if any subdivision improvements are bonded for, all public improvements (access, drainage, stormwater, and utilities) shall be completed to the satisfaction of the County.

70. **Prior to occupancy of any structure,** extension of a 12-inch PVC pipe from the North Frontage Road/Sandydale Drive intersection to the southeastern corner of the Specific Plan Area, shall be installed within the existing public ROW area.

71. **Prior to occupancy of any structure,** extension of a 12-inch PVC pipe from the proposed Willow Road/Collector A intersection approximately 450 feet to the end of the existing water line in Willow Road shall be installed.

Wildfire

72. **Prior to occupancy of any residential structure,** the applicant shall implement Mitigation Measure WF/mm-1.1 per the Final Environmental Impact Report Mitigation Monitoring and Reporting Program.

ONGOING CONDITIONS

On-going conditions of approval (valid for the life of the project):

Access

1. **On-going condition of approval (valid for the life of the project)**, and in accordance with County Code Section 13.08, no activities associated with this permit shall be allowed to occur within the public right-of-way including, but not limited to, project signage, tree planting, fences, etc., without a valid encroachment permit issued by the Department of Public Works.
2. **On-going condition of approval (valid for the life of the project)**, the Homeowners Association or similar entity(ies) shall be responsible for operation and maintenance of public road frontage sidewalks, landscaping, maintaining County driveway sight distance standards, street lighting, and pedestrian amenities in a viable condition and on a continuing basis into perpetuity.

Air Quality

3. APCD Rule 501 prohibits developmental burning of vegetative material within San Luis Obispo County.
4. Residential Wood Combustion. Residential wood burning devices such as wood or pellet stoves or inserts installed in new dwelling units after May 15, 2020 shall have particulate matter emission rates not exceeding 2.0 g/hr and must be certified by the U.S. Environmental Protection Agency (EPA) "Step 2" New Source Performance Standard. The list of EPA certified wood stoves and inserts can be found at epa.gov/compliance/epa-certified-wood-heater-database. Additionally, residential wood burning devices such as fireplaces must comply with APCD Rule 504 to be eligible for installation in new dwelling units. The APCD encourages the use of lower emission heating alternatives that can be used in place of wood burning devices.

Approval Time Limits

5. Except as otherwise stated in the Development Agreement, all timeframes on approved tentative maps for filing of parcel or final tract maps are measured from the date the Review Authority approves the tentative map as required by the Subdivision Map Act, not from the date a time extension request may be acted on.
6. Except as otherwise stated in the Development Agreement, this approval is valid for 24 months from the date of approval by the Review Authority. Up to six (6) one-year time extensions can be granted. These one-year extensions must be requested, one year at a time, **prior to the expiration date of the map**. Per the State Subdivision Map Act, Government Code section 66463.5, if a map expires, no further action can be taken by the County unless a new map is applied for and approved. It is the applicant's responsibility to track expiration dates.
7. Except as otherwise stated in the Development Agreement, this land use permit is valid for a period of 60 months from its effective date unless time extensions are granted pursuant to Land Use Ordinance Section 23.02.050 or the land use permit is considered vested. This land use permit is considered to be vested once a construction permit has been issued and substantial site work has been completed. Substantial site work is defined by Land Use Ordinance Section 23.02.042 as site work progressed beyond grading and completion of structural foundations; and construction is occurring above grade.

8. Except as otherwise stated in the Development Agreement, all conditions of this approval shall be strictly adhered to, within the time frames specified, and in an on-going manner for the life of the project. Failure to comply with these conditions of approval may result in an immediate enforcement action by the Department of Planning and Building. If it is determined that violation(s) of these conditions of approval have occurred, or are occurring, this approval may be revoked pursuant to Section 23.10.160 of the Land Use Ordinance.

Drainage & Flood Hazard

9. **On-going condition of approval (valid for the life of the project):** In accordance with 8.68.130 (Article III), non-stormwater discharges into the county storm drain system shall require an encroachment permit as described in Chapter 13.08 of the County Code. Permits shall only be issued when the applicant successfully demonstrates compliance with all requirements of Article III.

Improvement Maintenance

10. Roads and/or streets shall be maintained as follows:

    a. The following streets/roads: "Public Collector A", "Public Collector B" and "Public Collector C" shall be accepted for County maintenance following completion and certification of the improvements. No maintenance financing service charge shall be required, as these streets/roads are already in the County-maintained system, or are identified as new Principal Arterials, Arterials or Collectors, or meet the required number of road maintenance related smart growth points to be exempt. County maintenance is limited to pavement curb-to-curb, including travel lanes, paved shoulders and/or Class 2 bike lanes/Class 3 on-street bike lanes. County or developer maintenance obligation of roundabouts will be determined at time of subdivision public improvements review, which will be based upon the design of interior of roundabout (i.e. landscape planting, public art, cobbles, etc.).

    b. The following streets/roads: "Local Road D" shall not be accepted for County maintenance following completion and certification of the improvements. The developer shall establish a Property Owners' Association or other organized and perpetual mechanism to ensure adequate private maintenance, acceptable to the Department of Planning & Building.

Defense and Indemnity of the County

11. The applicant shall, as a condition of approval of this entitlement, defend, hold harmless and indemnify, at his or her sole expense (including attorney's fees, with Counsel approved by the County), any action brought against the County of San Luis Obispo, its present or former officers, agents, or employees, by a third party challenging either its decision to approve this entitlement or the manner in which the County is interpreting or enforcing the conditions of this entitlement, or any other action by a third party relating to approval or implementation of this land use permit. The applicant shall reimburse the County for any court costs and attorney fees that the County may be required by a court to pay as a result of such action, but such participation shall not relieve the applicant of his obligation under this condition. Upon request of the County, the applicant shall also enter into a separate agreement with the County (the "Indemnity Agreement"), in a form approved by County Counsel, agreeing to defend, indemnify, save and hold harmless the County, its present or former officers, agents, or employees, against actions by a third party challenging either its decision to approve this entitlement or the manner in which the County is interpreting or enforcing the conditions of this entitlement, or any other action

by a third party relating to or arising out of the approval or implementation of this entitlement. The agreement shall provide that the applicant will indemnify the County and reimburse it for any costs and/or attorney's fees which the County incurs as a result of such action, and that the County's participation or non-participation in any such litigation shall not relieve the applicant of his or her obligations under this condition or the agreement. The applicant shall also provide sufficient guarantees for the obligations hereunder as determined by County Counsel. Any violation of this condition, including the applicant's failure to execute the Indemnity Agreement or breach thereof, or failure to provide sufficient guarantees, is grounds for the County to rescind and/or revoke its approval of this entitlement. These defense and indemnity obligations shall survive any recission, revocation and/or set aside of this entitlement.

Miscellaneous

12. The project shall comply with the requirements of the National Pollutant Discharge Elimination System Phase I and / or Phase II storm water program and the County's Storm Water Pollution Control and Discharge Ordinance, Title 8, Section 8.68 et sec.
13. This subdivision is also subject to the standard conditions of approval for all subdivisions using community water and sewer a copy of which is attached hereto and incorporated by reference herein as though set forth in full.

Solid Waste and Recycling

14. On-going condition of approval (valid for the life of the project), the applicant shall provide solid waste disposal service in accordance with County Code Chapter 8.98 – Mandatory Recycling and Chapter 8.99 – Mandatory Organic Waste Disposal Reduction Program. Depending on project type, requirements may include source separation containers for recyclable materials and organic materials from other solid waste; required education, information materials, training, inspections, and other measures to comply with County requirements for mandatory recycling and organic waste reduction; and specific requirements for commercial edible food generators, such as large grocery stores, venues, events, on-site food facilities, etc.

Traffic

15. The developer shall submit a traffic memo with traffic counts/speeds at 50% and 90% occupancy of the residential uses, unless determined otherwise by Public Works, at the following intersections: Hetrick Avenue and Willow Road, Live Oak Ridge Road and Hetrick Avenue, Ridge Road and Hetrick Avenue. A traffic memo will be required prior to approval of subdivision public improvement plans to establish a baseline traffic count. If determined by Public Works that significant traffic impacts are occurring due to the project, then a Traffic Engineer shall be required to provide recommended mitigations to restore pre-project conditions, subject to review and approval by Public Works, to be implemented by developer. Potential measures may include improved roadway delineation, signage, and/or rumble strips if warranted by the study.

STANDARD CONDITIONS OF APPROVAL FOR SUBDIVISIONS USING COMMUNITY WATER AND SEWER

1. Community water and fire protection shall be obtained from the community water system.

2. Operable water facilities from an approved community water source shall be assured prior to the filing of the final map. A "final will serve" letter shall be obtained and submitted to the county Health Department for review and approval stating there are operable water facilities immediately available for connection to the parcels created. Water main extensions, laterals to each parcel and related facilities (except well(s)) may be bonded for subject to the approval of county Public Works, the county Health Department and the public water utility.

3. No residential building permits are to be issued until the community (public) water system is operational with a domestic water supply permit issued by the county Health Officer.

4. In order to protect the public safety and prevent possible groundwater pollution, any abandoned wells on the property shall be destroyed in accordance with the San Luis Obispo County Well Ordinance Chapter 8.40, and county Health Department destruction standards. The applicant is required to obtain a permit from the county Health Department.

5. When a potentially operational or operational auxiliary water supply in the form of an existing well(s) is located on the parcels created and approved community water is proposed to serve the parcels, the community water supply shall be protected from real or potential cross-contamination by means of an approved cross-connection control device installed at the meter or property line service connection prior to occupancy. (Chapter 8.30, San Luis Obispo County Ordinance)

6. Sewer service shall be obtained from the community sewage disposal system.

7. Prior to the filing of the map a "final will serve" letter be obtained and submitted to the county Health for review and approval stating that community sewer system service is immediately available for connection to the parcels created. Sewer main extensions may be bonded for, subject to the approval of county Public Works and sewer district.

8. No residential building permits shall be issued until community sewers are operational and available for connection.

9. An encroachment permit shall be obtained from county Public Works for any work to be done within the county right-of-way.

10. An encroachment permit shall be obtained from the California Department of Transportation for any work to be done on the state highway.

11. Any existing reservoir or drainage swale on the property shall be delineated on the map.

12. Prior to submission of the map “checkprints” to county Public Works, the project shall be reviewed by all applicable public utility companies and a letter be obtained indicating required easements.

13. Required public utility easements shall be shown on the map.

14. Approved street names shall be shown on the map.

15. The applicant shall comply with state, county and district laws/ordinances applicable to fire protection and consider increased fire risk to area by the subdivision of land proposed.

16. The developer shall submit a preliminary subdivision guarantee to county Public Works for review prior to the filing of the map.

17. Any private easements on the property shall be shown on the map with recording data.

18. All conditions of approval herein specified, unless otherwise noted, shall be complied with prior to the filing of the map.

19. After approval by the Review Authority, compliance with the preceding conditions will bring the proposed subdivision in conformance with the Subdivision Map Act and county ordinances.

20. A map shall be filed in accordance with Subdivision Map Act and county ordinance prior to sale, lease, or financing of the lots proposed by the subdivision.

21. Except as otherwise provided in an approved Development Agreement, a tentative map will expire 24 months from the effective date of the approval. Tentative maps may be extended. Written requests with appropriate fees must be submitted to the Planning Department prior to the expiration date. The expiration of tentative maps will terminate all proceedings on the matter.

DANA RESERVE

SPECIFIC PLAN | FINAL APRIL 2024



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1 Introduction

1.1 Scope and Legal Authority for the Specific Plan

Under California Law (Governmental Code Section 65450-65457) a specific plan is a planning tool that allows a county/community to articulate a vision for a defined area and apply guidelines and regulations to implement that vision.

The Dana Reserve Specific Plan (DRSP) provides a vision and guides development of "The Dana Reserve" (project) by defining land uses and development standards, circulation, parks and trails, and infrastructure for the future residential, commercial, and open space uses. The DRSP also provides a phasing/implementation plan and public facility financing options to accommodate this future development.

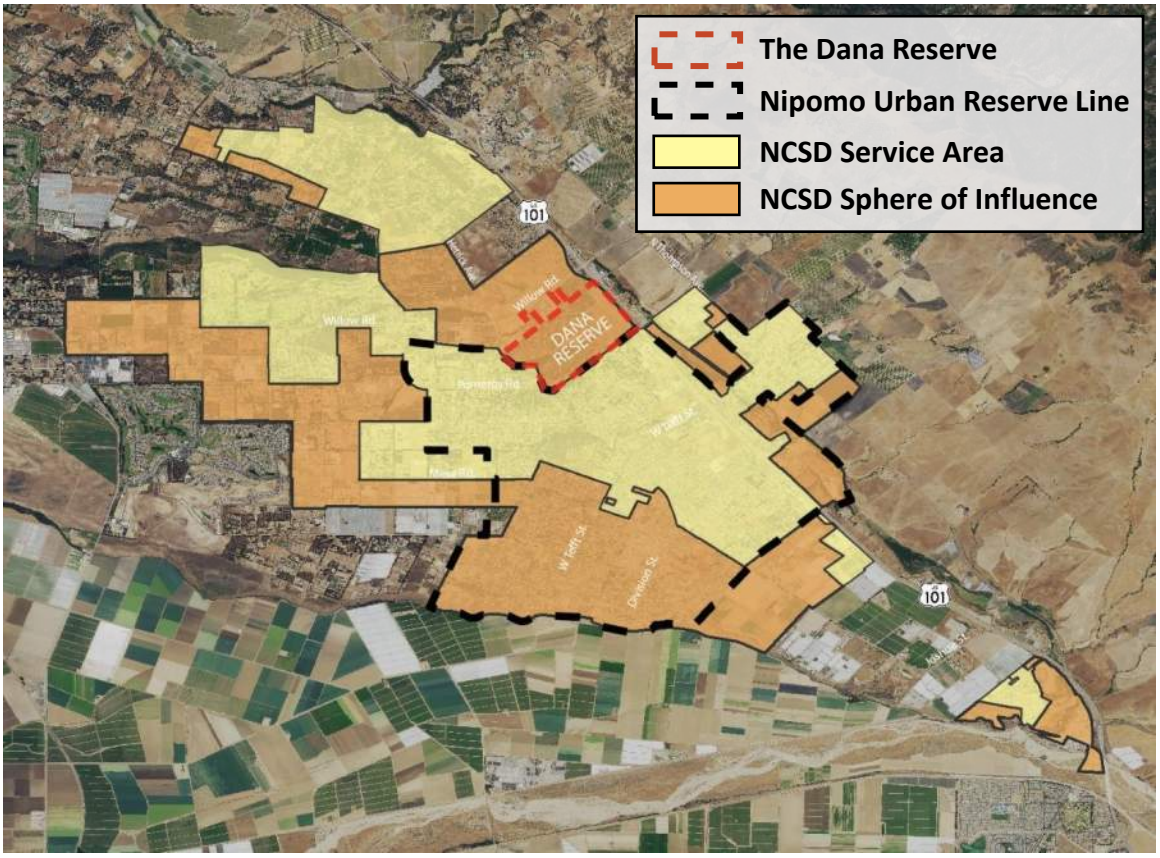
1.2 Location and Setting

The DRSP is located in the southern portion of San Luis Obispo County, California (see Exhibit 1-1). This property is immediately north of the Urban Reserve Line of the Nipomo community. It is bounded by Willow Road and Cherokee Place to the north, existing residential large lots and ranchettes to the south and west, and U.S. Highway 101 to the east (see Exhibit 1-2). The property is less than a mile north of the Tefft Street corridor, a primary commercial corridor servicing the community, and is within 1,500 feet of the prominent Nipomo Regional Park from the property's southwest corner.

Exhibit 1-1: Regional Location



Exhibit 1-2: Community Location



The DRSP consists of three parcels totaling approximately 288 acres and is undeveloped. It includes the 275-acre western portion of the property formerly referred to as Cañada Ranch (APN 091-301-073) as well as two additional 6.5-acre properties to the north that will provide access to Willow Road (APN 091-301-029 and 091-301-031).

The DRSP is located directly adjacent to the Nipomo Urban Reserve Line (URL) and is identified in the Nipomo Community Services District (NCSD) Sphere of Influence, which identifies areas where water and wastewater services are planned to be extended in the future. As part of the DRSP, these properties will be brought into the URL and the NCSD service area through the County and Local Agency Formation Commission (LAFCO) processes.

1.3 Planning Area Character

1.3.1 Historic Setting

The community of Nipomo has a rich history in agriculture and a strong connection to the Dana Family and Dana Adobe. The Dana Reserve property was once part of the Dana Rancho Nipomo and was owned by the Cañada family beginning in 1912. The property has mainly been used for seasonal grazing for the last 100 years. There are no structures or other improvements on the site. No formal roads exist on the property, although informal unpaved ranch roads traverse portions of the property.

1.3.2 *Cultural* ***Setting***

The project has been designed to protect and avoid identified cultural resources, as further discussed in Chapter 3.

1.3.3 *Natural Setting*

The property has three primary natural features**.** These include open grasslands in level areas, oak savannahs on gently rolling hills and oak woodlands and forest along several steeper slopes, and small clusters of native plants. Each of these features will be incorporated into the design of the project or mitigated off-site. There are no creeks, wetlands, or riparian habitats present on the property. The soil types are Class III and IV non-prime.

Exhibit 1-3: Aerial Photograph of the Dana Reserve Property (as of 2018)



1.3.4 Existing Setting

Portions of the DRSP property can be viewed from U.S. Highway 101, as shown below. The property also borders Pomeroy Road at the southwest, Hetrick Avenue to the west, and Cherokee Place to the north.

Exhibit 1-4: View from U.S. Highway 101 Looking Southwest (Source: Google Earth 2018)



1.4 Specific Plan Vision and Goals

1.4.1 Vision

The DRSP is a master-planned neighborhood that is envisioned to capture the essence of the central coast lifestyle – where living and working locally, celebrating family, and recreating are combined.

The DRSP will provide extensions of existing public roadway networks through the property in order to enhance access to Willow Road and the broader community roadway network.

Overall design and building architecture of the DRSP is intended to reflect the rural history of the property, while a diversity of housing types have been included to create new opportunities for home ownership or apartments.

To generate new employment opportunities and provide access to day-to-day goods and services, a village commercial center and flex commercial area have been included. These provide opportunities for businesses, a hotel, small daycare center, and an educational campus for life-long learning and job training.

By integrating a network of walking, bicycling, and equestrian facilities within the DRSP area, both the existing community as well as future residents will find new avenues for embracing a healthy lifestyle.





Architecture connects to the area history, while providing indoor/outdoor community spaces.




A variety of residential home types/sizes creates expanded opportunities for home ownership and apartments.




Pedestrian and bicycle lanes connect residents to parks and open space areas.

1.4.2 Specific Plan Goals and Objectives

The following goals and objectives have guided the design, layout, and configuration of the DRSP:

Goal 1: Provide a mix of land uses that offers a range of amenities accessible to residents and community members.

Goal 2: Respect Old Town Nipomo, the small, neighborhood-oriented village commercial area has been designed to complement, rather than compete with, Old Town Nipomo.

Goal 3: Provide a neighborhood park and pocket parks and open space areas within each residential neighborhood, linking the neighborhoods together through a network of trails and open spaces.

Goal 4: Incorporate the rural history of the community through architectural design, as guided by Appendix A – Objective Design Standards and Design Guidelines.

Goal 5: Provide a diversity of housing types and opportunities for home ownership and rental, including affordable homes consistent with the goals and policies of the Housing Element of the General Plan and regional housing needs.

Goal 6: Create new employment and job training opportunities for the community and the broader south San Luis Obispo County area.

Goal 7: Enhance circulation within the Specific Plan area and existing community by continuing the existing public roadway network through the DRSP property to connect to Willow Road, providing a new Park and Ride lot to encourage carpooling, and creating new public transportation points of connection to facilitate public transit use and reduce single-occupant automobile use.

Goal 8: Integrate a network of walking, bicycling, and equestrian facilities to connect on-site residential neighborhoods and the broader community.

Goal 9: Maintain the large, centrally located oak forest area as a site feature and minimize impacts to special-status plants and animals on-site.

Goal 10: Meet the State law requirements for energy efficiencies, State law and Nipomo Community Services District (NCSD) policies and ordinances relating to water conservation, and County Building Code requirements for energy efficiencies and water savings.

Goal 11: Reduce uncertainty in planning for and securing the orderly development of the Specific Plan area.

Goal 12: Provide effective and efficient development of public facilities, infrastructure, and services appropriate for the Specific Plan area.

Goal 13: Meet or exceed the requirements of the NCSD District Code and Annexation Policy to ensure that the DRSP funds or constructs the water and wastewater infrastructure necessary to serve the project without adverse impacts on the NCSD's ability to serve existing and future users.

1.5 Specific Plan Format

The DRSP is under the County of San Luis Obispo (County) jurisdiction. The property is designated as an expansion area under the South County Area Plan (SCAP) Section 4.5 and 4.8 as well as the San Luis Obispo County Code – Title 22, Land Use Ordinance (LUO) Section 22.98.072. The General Plan requires that a specific plan for this site be adopted prior to adjusting the URL of the Community of Nipomo. This process will also include the request for annexation to the NCSD.

The DRSP provides a guide for future private and public development in conformance with the requirements set forth in California Government Code §65450 through §65457. The DRSP provides a bridge between the County's General Plan and detailed plans such as development plans and subdivisions. It directs all facets of future development within the DRSP area and includes the following chapters and appendices:

- *Chapter 1 – Project introduction and background;*
- *Chapter 2 – Designation of land uses and development standards;*
- *Chapter 3 – Overview of open space, recreation, and conservation;*
- *Chapter 4 – Designation of circulation elements;*
- *Chapter 5 – Location and sizing of infrastructure;*
- *Chapter 6 – Ensuring adequate public facilities;*
- *Chapter 7 – Options for development and financing methods for public improvements;*
- *Chapter 8 – Financing Public Infrastructure;*
- *Appendix A – Objective Design Standards and Design Guidelines;*
- *Appendix B – Phasing and Public Improvements Implementation Matrix; and*
- *Appendix C - Mitigation Monitoring and Reporting Program.*

1.6 General Plan and Land Use Ordinance Guidance for Cañada Ranch

The SCAP description and policies applicable to the Cañada Ranch (now known as Dana Reserve) were adopted in 1994, almost 30 years ago. At the time, the objectives of the SCAP were aimed at job creation opportunities as well as addressing the jobs housing balance in Nipomo. Although the SCAP described the broad objective for job creation, it did not identify specific requirements for the type, size, or scale of these expected uses. The SCAP also indicates that housing should be provided on the Cañada Ranch site, again without identifying the type, size, or scale of the residential development.

Since the adoption of the SCAP, much has changed in the State and in the County. A period of significant economic expansion (housing bubble) and the "great recession" (the housing crash) occurred. As of the writing of this document and into the foreseeable future, California faces significant challenges in providing housing for the State's population. Prices and rents for existing housing have increased dramatically and are continuing to increase. For the first time in many years, the State has begun to intervene in local housing policies. During 2018-2022, over 15 housing bills

were passed by the State that set standards, incentives, and enforceable requirements for local agencies to meet their housing goals. During the time of preparation and review of the DRSP, California, the nation, and the world experienced a pandemic caused by the COVID-19 virus that has further exacerbated housing challenges.

1.7 Goals and Consistency with the General Plan

The DRSP is located in the County of San Luis Obispo's jurisdiction and is therefore under the jurisdiction and governance of the County's General Plan. The General Plan sets policy direction for allowable land uses for both public and private lands and acts to provide applicable review bodies appropriate guidance and direction for making future land use decisions. There are seven required general plan elements, which include: Land Use, Circulation, Open Space, Conservation, Noise, Housing, and Safety. In addition to these required elements, the County of San Luis Obispo has also adopted five optional elements, which include Agriculture, Offshore Energy, Economic, Master Water and Sewer Plan, and Parks and Recreation. These elements are implemented through County of San Luis Obispo adopted area plans, community plans, and specific plans as well as other codified ordinances.

The DRSP has been designed to meet the goals and objectives established in the County's General Plan by providing a framework for future development of the property. The DRSP is consistent with, and serves as an extension of, the County's General Plan. The policies and standards in the DRSP will take precedence over more general policies and standards during the review of private and public development projects within the DRSP area. In situations where policies or standards relating to an aspect of development have not been provided in the DRSP, the existing policies and standards of the County's General Plan and LUO will apply. Refer to Chapter 7 – Implementation and Administration for more information.

1.8 Land Use and Circulation Elements

The Land Use and Circulation Elements (LUCE) is the over-arching guidance document for the County and addresses the County's land use pattern and circulation system. The LUCE consists of 1) Framework for Planning, 2) South County Area Plan, 3) Community Plan, and 4) Official Maps. It identifies the layout and intensity of land uses, including housing, commercial, industrial, open space, education, public facilities, and other categories of both public and private uses. The LUCE also establishes a balanced circulation network that includes both existing and proposed road network system improvements.

1.8.1.a. Framework for Planning (Inland)

The Framework for Planning (Inland) contains polices and procedures that apply to the unincorporated area outside of the coastal zone, defining how the LUCE is used together with the Land Use Ordinance and other adopted plans. It also explains the criteria used in applying land use categories and combining designations to the land, and the operation of the Resource Management System.

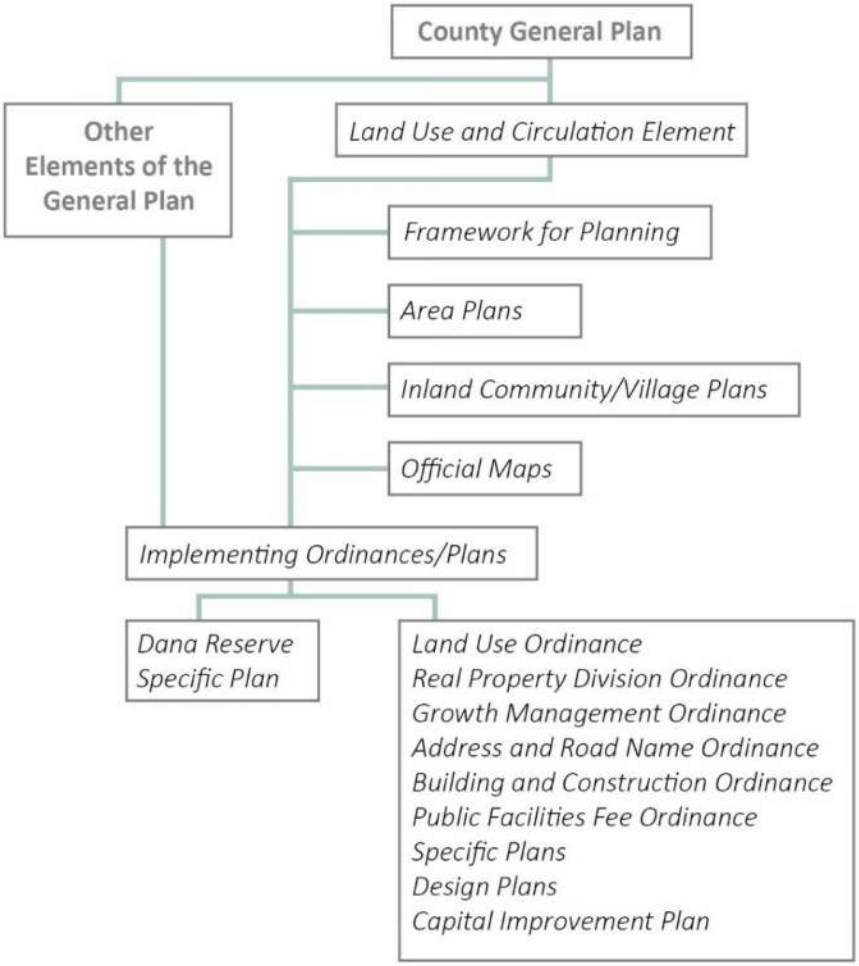
1.8.1.b. South County Area Plan (SCAP)

The South County Area Plan is encompassed within the Land Use and Circulation Elements (LUCE) of the County General Plan. This plan sets land use strategies to balance housing types, economic growth, conserve resources, and integrate a well-balanced land use pattern throughout South County area, including the Nipomo Mesa.

1.8.1.c. Nipomo Community Plan

The Nipomo Community Plan (Community Plan) sets a vision for the future of the community and the proposed land uses and circulation/infrastructure improvements at the community level. The Community Plan is also part of the LUCE of the County General Plan and is intended to be consistent with and implemented by other County plans, policies, and programs.

Exhibit 1-5: Relationship of DRSP to Other Adopted County Documents



1.9 Implementing Ordinances/Plans

Existing implementing ordinances and plans of the County include the Land Use Ordinance, Real Property Division Ordinance, Growth Management Ordinance, Address and Road Name Ordinance, Building and Construction Ordinance, Public Facilities Fee Ordinance, Specific Plans, Design Plans, and Capital Improvement Plans.

The DRSP is the implementing plan for the Dana Reserve property. While there may be instances where a portion(s) of the County's existing ordinances and plans apply to future development in the DRSP, the DRSP will take precedence. Where the DRSP is silent on a topic or matter, the relevant County ordinance or plan will prevail.

1.9.1.a Land Use Ordinance – Inland (Title 22)

The Land Use Ordinance – Inland (Title 22) provides standards for land use regulations and site-specific development that guide and regulate the size, shape, and type of use for development within the non-coastal areas of the County. The DRSP customizes some of the standards and regulations found within Title 22 to implement the DRSP vision. The DRSP document will take precedence and where the DRSP is silent on a topic or matter, the Land Use Ordinance – Inland requirements will prevail.

1.9.1.b Real Property Division Ordinance (Title 21)

The Real Property Division Ordinance (RPDO) regulates division of land in the County to promote the orderly development of real property. Applicant requirements pursuant to the Subdivision Map Act are enacted in this title. Subdivision activity within the DRSP area will be consistent with the relevant RPDO requirements, unless otherwise specified herein.

1.9.1.c San Luis Obispo County Design Guidelines

The San Luis Obispo County Design Guidelines document consists of design objectives, guidelines, and examples that are intended to help retain and enhance the unique character of the unincorporated communities and rural areas of San Luis Obispo County. Since the DRSP will provide its own design direction to inform the design and planning of future development, the County's Design Guidelines document will not be applied in the review of development projects within the DRSP area. Applicants should refer to Appendix A – Objective Design Standards and Design Guidelines for DRSP specific design direction.

1.9.1.d San Luis Obispo County Bikeways Plan

The San Luis Obispo County Bikeways Plan (Bikeways Plan) prioritizes bikeway facilities in the unincorporated areas of the County. It recognizes a variety of facilities, including bicycle lanes, routes, parking, connections with public transportation, educational programs, and funding. The DRSP has taken guidance found in the Bikeways Plan and expanded it to provide an interconnected bikeway system within the DRSP that connects to existing bicycle facilities adjacent to the project area. Since the DRSP provides its own standards to implement and enhance the Bikeways Plan, the Bikeways Plan will not be applied in the review of development projects within the DRSP area.

2 Land Use and Development Standards

2.1 Introduction

This Chapter contains the land use goals, policies, development standards, and allowable uses applicable to the DRSP. In general, the DRSP consists of both single-family and multi-family residential land uses as well as commercial land uses planned near the project's frontage adjacent to U.S. Highway 101. More specifically, individual commercial land uses include a village center, flex commercial, neighborhood barn, hotel, as well as an educational/training campus. A component of the DRSP includes areas reserved for a daycare center, public recreation, pocket parks, trails, and open space.

Public Benefits Associated with Adoption of the Specific Plan

As part of the DRSP, a variety of public benefits will be included. Examples include a day care center, satellite junior college campus for Cuesta College, and affordable housing consistent with the County's General Plan Housing Element, as described further within this Chapter.

2.2 Land Use Categories

The Land Use Element of the County's General Plan defines and identifies the purpose and character for each of the County's 14 land use categories. These land use categories, which serve as both the County's Land Use Element and zoning maps, comprise the County's "single map" system for land use and development. To implement the DRSP, the subject property will be redesignated from the Residential Rural land use category to a 15th County land use category called "DRSP." The DRSP land use category will direct future landowners and developers to this Specific Plan for allowable land uses, development standards, and permitting requirements.

The DRSP contains its own land use categories separate from the County's 14 land use categories. These categories determine the intended future use of each parcel of land within the DRSP. They describe allowable uses and development standards. The proposed land uses are separated into three primary categories, which include Residential, Commercial, and Recreation and Open Space.

The DRSP includes the following land use categories:

Residential Land Uses

- *Residential Single-Family-1 (DR-SF1)*
- *Residential Single-Family-2 (DR-SF2)*
- *Residential Multi-Family (DR-MF)*

Commercial Land Uses

- *Village Commercial (DR-VC)*
- *Flex Commercial (DR-FC)*

Recreation and Open Space Land Uses

- *Recreation (DR-REC)*
- *Open Space (DR-OS)*

As part of the DRSP, no change of the existing Residential Rural land use categories are proposed for APN's 091-301-031 and 091-301-029 and they are included within the DRSP only for the purposes of providing access and infrastructure, open space, and potential location for public safety facilities as described herein.

Table 2.1 includes an overview of all proposed land uses and the associated numeric information within the DRSP area. This table lists the proposed land uses and is correlated with the Land Use Map (Exhibit 2-1a/b) and Concept Master Plan Map (Exhibit 2-2a/b).

Table 2.1: Land Use Summary

Land Use	*Acres*	*Density Range*	*Potential Units*[7]	*Potential Square Feet*[2]
RESIDENTIAL				
Residential Single-Family-1 (DR-SF1) Residential Single-Family-2 (DR-SF2)	130.8[1] 15.3[1]	4 - 7 du/ac 11 - 13 du/ac	707 124	
Residential Multi-Family (DR-MF)	25.7[1]	18-24 du/ac	539	
Recreation (DR-REC) • *Neighborhood Park (4.8 ac)* • *Equestrian Staging (1 ac)* • *Daycare (0.5 ac)*	6.3[5]			
Pocket Parks[3]	-			
Primary Roads	22			
Residential Rural (RR) – Existing[6]	10			
SUBTOTAL	*210.1*		*1,370*	
COMMERCIAL AND NON-RESIDENTIAL				
Village and Flex Commercial Visitor Serving / Hotel Education	22.3[1]			113k sf 60k sf 30k sf
Internal Neighborhood Roads[3]	-			
Park and Ride[4]	-			
SUBTOTAL	*22.3*			*203k sf*
OPEN SPACE/RECREATION				
Open Space (DR-OS) ○ Open Space ○ Trails ○ Basins	55.6[5]			
SUBTOTAL	*55.6*			
TOTAL	***288.0***		***1,370***	***110-203k sf***

Notes:
[1] All acreage and potential units can be adjusted up to 10% to address site specific constraints and more suitable site design, subject to County review.
[2] k indicates thousand.
[3] Internal Neighborhood Roads and Pocket Park acreage located within Residential Single-Family land use acreage calculation.
[4] Park and Ride acreage located within public Collector Roads.
[5] Minimum Requirement.
[6] Includes approximately 2-acre fire station and a potential 1-acre public safety facility.
[7] In addition to the Potential Units, a minimum of 100 Accessory Dwelling Units (ADU) will be constructed in Neighborhoods 4, 5, 6, 7, 8, and/or 9.

Exhibit 2-1a: Land Use Map



Exhibit 2-1b: Land Use Map Legend

COLOR	LAND USE	ACRES	%
	RESIDENTIAL MULTI-FAMILY (DR-MF)	25.7	9.0%
	RESIDENTIAL SINGLE FAMILY- TRADITIONAL (DR-SF1)	130.8	45.4%
	RESIDENTIAL SINGLE FAMILY (DR-SF2)	15.3	5.3%
	RECREATION (DR-REC)	6.34	2.2%
	PRIMARY ROADS	22	7.6%
	RURAL RESIDENTIAL (RR) - EXISTING	10	3.5%
	RESIDENTIAL SUBTOTAL:	**210.1**	**73.0%**
	FLEX COMMERCIAL (DR-FC)	17.9	6.2%
	VILLAGE COMMERCIAL (DR-VC)	4.4	1.5%
	COMMERCIAL SUBTOTAL:	**22.3**	**7.7%**
	OPEN SPACE (DR-OS)	55.6	19.3%
	TOTAL:	**288**	**100%**

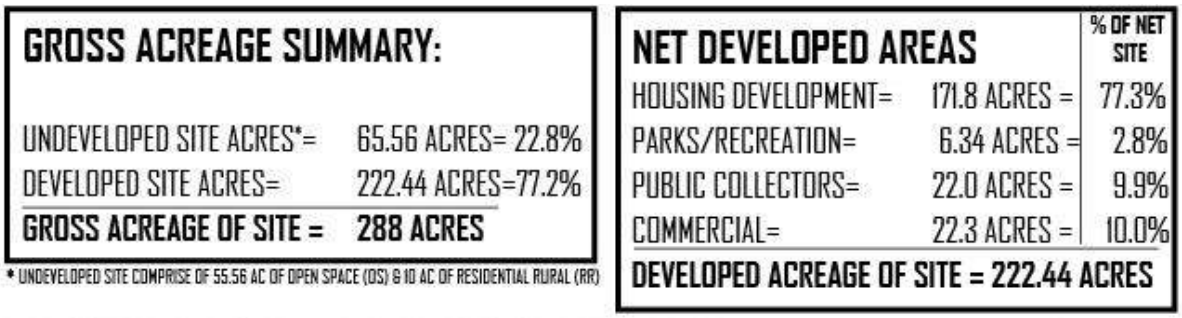
GROSS TOTAL ACREAGE OF SITE = 288 ACRES

*** ALL STATISTICS ARE APPROXIMATE**

Exhibit 2-2a: Concept Master Plan



Exhibit 2-2b: Concept Master Plan Legends





HOUSING DEVELOPMENT NEIGHBORHOOD TOTALS ON GROSS SITE

LAND USE TOTALS

NBD	PRODUCT TYPE	LAND USE	LAND USE ACRES	% OF GROSS SITE	UNIT COUNT
1	MULTI-FAMILY	DR-MF	8.7	3.0%	173
2	MULTI-FAMILY	DR-MF	10.5	3.6%	210
3	3,300-3,999 SF LOT	DR-SF2	15.3	5.3%	124
4	4,000-10,000 SF LOT	DR-SF1	11.4	4.0%	72
5	4,000-10,000 SF LOT	DR-SF1	17.2	6.0%	104
6	4,000-10,000 SF LOT	DR-SF1	18.6	6.5%	114
7	4,000-10,000 SF LOT	DR-SF1	28.9	10.0%	157
8	4,000-10,000 SF LOT	DR-SF1	16.8	5.8%	62
9	4,000-10,000 SF LOT	DR-SF1	37.9	13.2%	198
SUBTOTAL:	-		165.3	57.4%	1,214
10A	AFFORDABLE	DR-MF	3.5	1.2%	84 MIN
10B	AFFORDABLE	DR-MF	3.0	1.1%	72 MIN
AFFORDABLE SUBTOTAL:	AFFORDABLE	DR-MF	6.5	2.3%	156 MIN
N/A	INTERNAL NEIGHBORHOOD ROADS[1]	-	-	-	-
N/A	POCKET PARKS (PARK)[1]	-	-	-	
N/A	RECREATION	DR-REC	6.34	2.2%	-
N/A	PRIMARY ROADS	-	22	7.6%	-
N/A	PARK AND RIDE[2]	-	-	-	-
N/A	RESIDENTIAL RURAL[3]	RR	10	3.5%	-
	TOTAL:	**210.1**		**73%**	1,370

** All land use, % of gross site, and unit counts shown above are approximate.*

[1] Internal Neighborhood Roads and Pocket Park acreage accounted for under Residential Neighborhood totals.

[2] Park and Ride acreage accounted for under public Collector Roads.

[3] Residential Rural an existing land use and only included for the purposes of access and infrastructure.

COMMERCIAL TOTALS ON GROSS SITE

LAND USE TOTALS

	LAND USE	LAND USE ACRES	% OF GROSS SITE
FLEX COMMERCIAL	DR-FC	17.9	6.2%
VILLAGE COMMERCIAL	DR-VC	4.4	1.5%
TOTAL:	**22.3**		**7.7%**

OPEN SPACE ON GROSS SITE

LAND USE TOTALS

	LAND USE	LAND USE ACRES	% OF GROSS SITE
OPEN SPACE	DR-OS	55.6	19.3%
TOTAL:	**55.6**		**19.3%**

** All land use, % of gross site, and unit counts shown above are approximate.*

2.3 Residential Land Uses

2.3.1. *Residential Land Use Descriptions*

The DRSP contains a variety of residential land uses with varying density ranges. These include Residential Single-Family 1, Residential Single-Family 2, and Residential Multi-Family, as further described below.

Residential Single-Family 1 (DR-SF1)

Purpose

a. To provide for single-family homes on lots ranging from 4,000 sf to 10,000 sf that may be detached or attached and one- or two-stories.

b. To allow accessory uses that complement single-family neighborhoods.

c. To discourage incompatible non-residential uses in single-family neighborhoods.

Character

a. Areas with single-family dwellings at gross densities from four to seven dwelling units per acre.

b. Areas having appropriate level of services and located within an urban reserve line.

Residential Single-Family 2 (DR-SF2)

Purpose

a. To provide for single-family homes on lots ranging from 3,300 sf to 3,999 sf that may be detached or attached and one- or two-stories.

b. To allow accessory uses that complement single-family neighborhoods.

c. To discourage incompatible non-residential uses in single-family neighborhoods.

Character

a. Areas with single-family dwellings at gross densities from eleven to thirteen dwelling units per acre.

b. Areas having appropriate level of services and located within an urban reserve line.

Residential Multi-Family (DR-MF)

Purpose

a. To provide areas for residential multi-family development with a wide range of housing types that may be detached or attached and one-, two-, or three-stories.

b. To locate higher residential densities in close proximity to commercial areas and community services and facilities.

c. To relate allowed densities to adequate outdoor space supportive of private recreational activity.

Character

a. Areas with multiple-family dwellings at gross densities from eighteen to twenty-four dwelling units per acre.

b. Areas having appropriate level of services and located within an urban reserve line.

c. Areas close to neighborhood commercial, where infrastructure, circulation, and neighborhood facilities can accommodate multi-family residential development.

Exhibit 2-3: Residential Single-Family Concept



2.3.2. *Residential Land Use Goals, Objectives, and Policies*

The following overarching DRSP goals and objectives are brought forward from Chapter 1 of this document and associated policies are provided to guide the range and density of residential development envisioned within the DRSP area.

Goal 1
Provide a mix of land uses that offers a range of amenities accessible to residents and community members.

Residential Policy 1.a
A variety of single-family and multi-family residential land uses shall be provided in varying configurations and densities.

Residential Policy 1.b
Single-family land uses shall be located within the DRSP area to transition from existing, surrounding Residential Suburban land uses.

Goal 4

Incorporate the rural history of the community through architectural design, as guided by Appendix A – Objective Design Standards and Design Guidelines.

Residential Policy 4.a

Each residential neighborhood within the DRSP area should provide a unique aesthetic and design – including signage, consistent with the overarching vision for the DRSP area.

Residential Policy 4.b

While no specific architectural style is dictated herein, residential architecture character should be reflective of the rural history of the community, as outlined in Appendix A – Objective Design Standards and Design Guidelines.

Goal 5

Provide a diversity of housing types and opportunities for home ownership and rental, including affordable homes consistent with goals and policies of the Housing Element of the General Plan and regional housing needs.

Residential Policy 5.a

A variety of for sale single-family and for sale/rental multi-family housing types shall be provided within the DRSP area to appeal to a broad range of customers.

Residential Policy 5.b

Affordable housing shall be constructed within the DRSP area to provide housing to meet the needs of area employees.

Residential Policy 5.c

Multi-family homes should have private open space features, such as balconies or patios, and have access to common outdoor areas on-site.

Residential Policy 5.d

All common outdoor areas (pocket parks, trails, and open space) within individual residential neighborhoods shall be privately maintained.

Goal 10

Meet the State law requirements for energy efficiencies, State law and Nipomo Community Services District (NCSD) policies and ordinances relating to water conversation, and County Building Code requirements for energy efficiencies and water savings.

Residential Policy 10.a

All residential development within the DRSP area shall meet the Building Code requirements for energy efficiencies and water savings at the time of development.

2.3.3. *Residential Development Standards*

Residential development standards ensure consistency with the overarching DRSP vision while guiding the implementation and review of housing development project proposals by the County.

Customized land use categories are provided to implement the land uses identified in Chapter 2. Land use categories included herein supersede the County's Land Use Ordinance (Title 22) except

where the DRSP is silent. In such cases, existing County land use category standards, including specific use standards in Article 4, shall apply.

The development standards for Residential Single-Family and Residential Multi-Family are provided in Table 2.2 and Table 2.3 and are categorized based on land use type and density. It is assumed that these standards will be supplemented by additional covenants, conditions, and restrictions (CC&Rs), which will also be consistent with the DRSP. To guide potential development of Accessory Dwelling Units within the DRSP, Table 2.4 has been provided to outline relevant development standards.

Applicants should refer to Appendix A for applicable design direction for residential site planning, architecture, and landscaping.

Table 2.2: Residential Single-Family Development Standards

	DR-SF1	*DR-SF2*
Minimum Setbacks		
Front	15 ft; 10 ft if ADU provided	10 ft
Side	5 ft	0 - 5 ft
Street	10 ft	10 ft
Rear	10 ft	5 ft
Garage	20 ft from back of sidewalk	5 ft from Motorcourt
Maximum Porch Encroachment		
	6 ft	N/A
Maximum Lot Coverage[1]		
	NBD 4-7 = 55% NBD 8-9 = 60%	65%
Maximum Height[2]		
	30 ft, 2-stories; refer to Special Height Restrictions for NBDs 7, 8, and 9 below	35 ft, 2- stories
Special Height Restrictions		
Neighborhoods 7, 8, and 9 (Refer to Exhibit 2.2a for location)	Lots directly adjacent to Hetrick Ave. and Sandydale Dr. are limited to 22 ft, 1-story in height.	-
Lot Size Ranges[3]		
	4,000 sf - 10,000 sf	3,300 sf - 3,999 sf

	DR-SF1	*DR-SF2*
Pocket Park Space[3,4]		
NBD 3		0.6 - 1.0 ac
NBD 4	0.7 - 0.9 ac	
NBD 5	1.1 - 1.5 ac	
NBD 6	0.7 - 1.0 ac	
NBD 7	2.1 - 3.0 ac	
NBD 8	0.6 - 1.1 ac	
NBD 9	1.8 - 2.5 ac	
Pocket Park Total	7.6 - 10	
Minimum Private Open Space		
	200 sf rear yard w/ 12 ft min. depth	200 sf side and/or rear yard w/ 10 ft min. depth
Parking		
	2 enclosed off-street parking spaces per home	2 enclosed off-street parking spaces per home; plus 1 guest space per 5 homes

Notes:

[1] Accessory Dwelling Units are allowable and do not count towards lot coverage.

[2] A building may exceed the height indicated if it has a pitched roof with a slope greater than 2.5/ 12, and the additional height above the maximum allowed is used to achieve this pitched roof.

[3] Sizes shown are approximate and may vary.

[4] In addition to pocket park space, one private amenity space of approximately 3 acres in size may be located in Neighborhoods 7, 8, or 9 for use by residents of these neighborhoods.

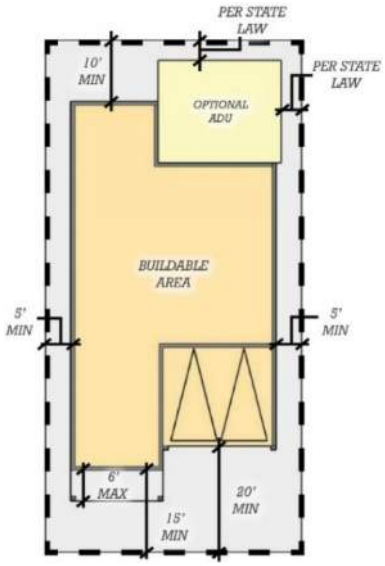


Exhibit 2-4: DR-SF1 Standards

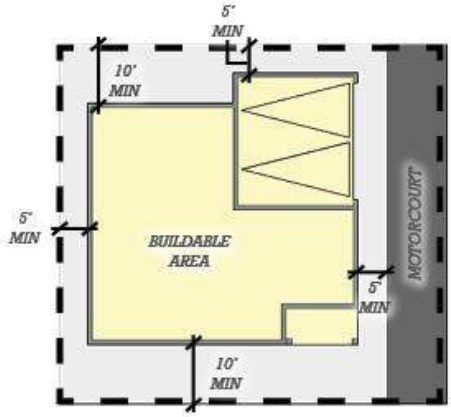


Exhibit 2-5: DR-SF2 Standards

Table 2.3: Residential Multi-Family Development Standards

	DR-MF
Minimum Setbacks	
Front	10 ft
Side	5 ft
Street	10 ft
Rear	10 ft
Garage/Carport	20 ft from back of sidewalk
Minimum Building Separation	
Principal Building	10 ft
Between Facing Garages	28 ft
Porch Encroachment	
	3 ft
Allowable Density	
	18-24 du/ac[1,2]
Maximum Lot Coverage[5]	
	70% (net)
Maximum Height[3]	
	45 ft, 3-stories[4]
Minimum Lot Size	
	600 sf[6]
Minimum Common Open Space	
	30% net site area
Minimum Private Open Space	
	80 sf per home (may include patios, decks, balconies, or porches)
Parking	
	1 sp./studio or 1 bdrm.; 1.5 sp./2-bdrm.; 2.0 sp./3+ bdrm. 1 guest sp. per 5 homes.

Notes:
[1] Allowable dwellings for DR-MF land use based on units per gross acre.
[2] Excludes density bonuses
[3] A building may exceed the height indicated if it has a pitched roof with a slope greater than 2.5/12, and the additional height above the maximum allowed is used to achieve this pitched roof.
[4] 36-ft to the top of plate, 45-ft to the roof.
[5] Accessory Dwelling Units are allowable and do not count towards lot coverage.
[6] Not applicable to PUDs, Condos, or Townhomes.

Table 2.4: Accessory Dwelling Unit Development Standards

	Attached	*Detached*
Minimum Setbacks		
Front	Shall comply with the requirements applicable to the attached single-family dwelling.	n/a
Side	Per state law.	
Rear	Per state law.	
Maximum Size	Per state law.	
Maximum Height	Per state law.	
Parking		
	Per state law.	

2.3.4. *Residential Allowable Uses*

Table 2.5 below outlines the allowable land uses and permit requirements for the Residential Single-Family and Multi-Family land uses within the DRSP area. Table 2.5 supersedes the permitting requirements in Article 2 and Article 4 of the Land Use Ordinance (LUO), except as otherwise provided herein. The land uses in the DRSP may be subject to LUO standards, including specific use standards, when this chapter is silent on a standard or requirement. For example, a detached garage will continue to be subject to a 1,000 square-foot size limitation as provided in LUO Section 22.30.410 because the DRSP does not allow for a larger detached garage. An applicant for a use within the DRSP may request to waive or modify an LUO standard through a MUP or CUP when there are procedures to do so in the LUO. In which case, the MUP or CUP requirement would supersede the permit level in Table 2.5. The Director has the authority to refer a Zoning Clearance or Site Plan to the Planning Commission if questions arise regarding the applicability of a policy, standard, or mitigation measure to a proposed land use or development within the DRSP.

As indicated in the table, primary uses are those that are a primary use within the residential land use category, while secondary uses are those that are subordinate to or in support of a primary use.

To review applicable permit types and processes referenced in Table 2.5, refer to Chapter 7 – Implementation and Administration.

Table 2.5: Residential Use Table

	DR-SF1	*DR-SF2*	*DR-MF*
Primary Uses			
Single-Family Dwellings (Neighborhoods 3, 4, 5, and 6)	ZC	ZC	N
Single-Family Dwellings (Neighborhoods 7, 8, and 9)	CUP	N	N
Multi-Family Dwellings (Neighborhoods 1 and 2 and 10A and 10B)	N	N	SP
Secondary Uses			
Accessory Dwelling Unit (Secondary Dwelling) [1]	ZC	ZC	ZC
Child DayCare – Family Day Care Homes (less than 12 children)	SP	SP	SP
Child DayCare – Family Day Care Homes (12 or more children)	MUP	MUP	MUP
Community Center/Clubhouse/Pool	SP	SP	SP
Community Garden	SP	SP	SP
Home Occupation[2]	ZC	ZC	ZC
Pocket Park	ZC	ZC	ZC
Residential Accessory Uses[3]	SP	SP	SP
Residential Care Home, 6 or Fewer Boarders	ZC	ZC	ZC
Residential Care Home, 7 or More Boarders	N	N	MUP

Notes:
ZC: Zoning Clearance SP: Site Plan Review MUP: Minor Use Permit
CUP: Conditional Use Permit N: Not Permitted
Uses listed above consistent with County use definitions, where applicable.
[1] Governed by applicable State law and County LUO Section 22.30.470
[2] Home Occupation uses are home business that meet the County's home occupation requirements in LUO Section 22.30.230 (e.g., no more than one customer at a time, no signage, etc.)
[3] Residential Accessory Uses include garages, sheds, workshops, guesthouses, studio, etc. These uses are subject to the standards in LUO Section 22.30.410.

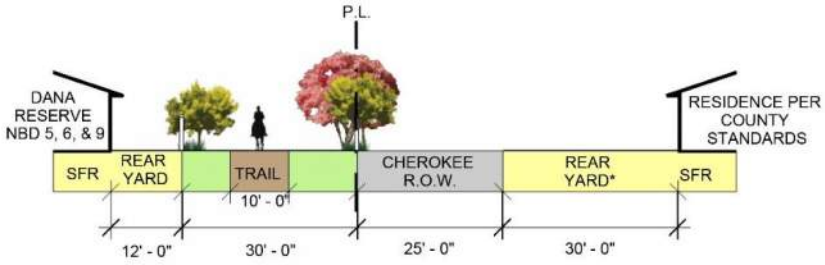
2.3.5. *Edge Condition Development Standards*

With the property being located in between existing residential development to the north, south, and west, layout of the DRSP has been conducted to allow for additional buffering of these existing residential areas, as described further below. It should be noted that the referenced building to building setbacks shown below are minimums when considering existing building locations on properties adjacent to the DRSP.

Northern DRSP Property Line

For Neighborhood's 5, 6, and 9, edge conditions along the northern property line will result in a minimum separation between buildings of 97 feet (Exhibit 2-6). Beginning in Neighborhood 5 and 6 on the DRSP property, this includes a minimum 12-foot rear yard setback, 30-foot equestrian trail, 25-foot Cherokee Place, and a minimum 30-foot rear yard setback for the existing Residential Rural lots north of Cherokee Place.

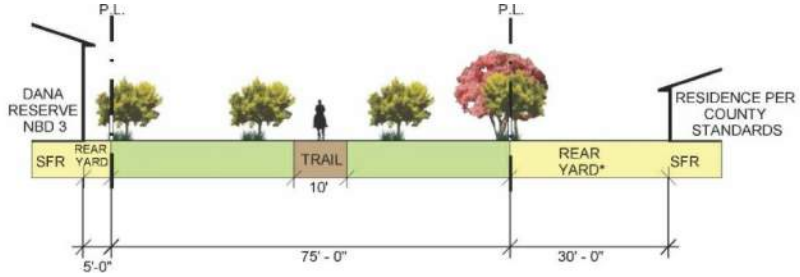
Exhibit 2-6: Northern DRSP Property Line Edge Condition at Neighborhoods 5, 6, and 9



Southern DRSP Property Line

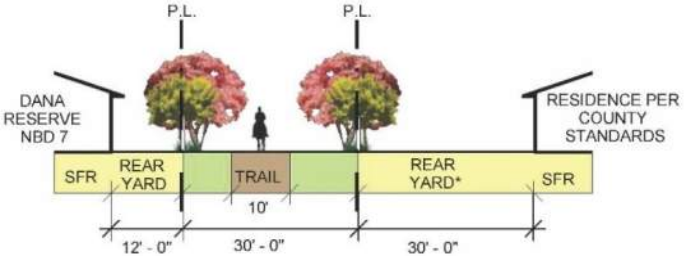
For Neighborhood 3, edge conditions along the southern property line will result in a minimum separation between buildings of 110 feet (Exhibit 2-7). Beginning in Neighborhood 3 on the DRSP property, this includes a minimum 5-foot rear yard setback, 75-foot equestrian trail, and a minimum 30-foot rear yard setback for the existing Residential Suburban lots fronting onto Sandydale Drive. Homes in Neighborhood 3 adjacent to the southern DRSP property line will be two-story.

Exhibit 2-7: Southern DRSP Property Line Edge Condition at Neighborhood 3



For Neighborhood 7, edge conditions along the southern property line will result in a minimum separation between buildings of 72 feet (Exhibit 2-8). Beginning in Neighborhood 7 on the DRSP property, this includes a minimum 12-foot rear yard setback, 30-foot equestrian trail, and a minimum 30-foot rear yard setback for the existing Residential Suburban lots fronting onto Sandydale Drive. Homes in Neighborhood 7 immediately adjacent to the southern DRSP property line will be one-story.

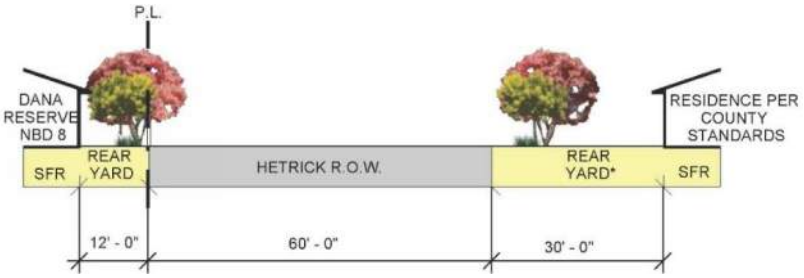
Exhibit 2-8: Southern DRSP Property Line Edge Condition at Neighborhood 7



Western DRSP Property Line

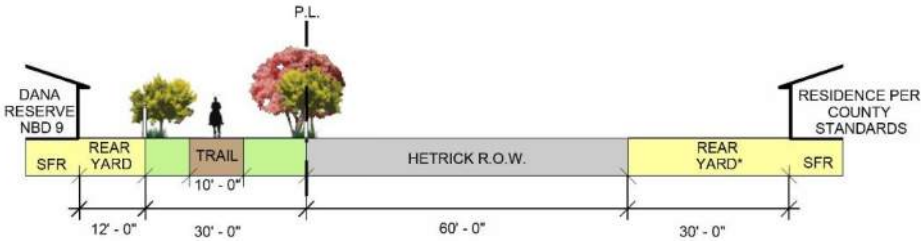
For Neighborhood 8, edge conditions along the western property line will result in a minimum separation between buildings of 102 feet (Exhibit 2-9). Beginning in Neighborhood 8 on the DRSP property, this includes a minimum 12-foot rear yard setback, 60-foot Hetrick Avenue right-of-way, and a minimum 30-foot side/rear yard setback for the existing Residential Suburban lots fronting onto Pomeroy Road or Calimex Place. Homes in Neighborhood 8 immediately adjacent to the western DRSP property line will be one-story.

Exhibit 2-9: Western DRSP Property Line Edge Condition at Neighborhood 8



For Neighborhood 9, edge conditions along the western property line will result in a minimum separation between buildings of 132 feet (Exhibit 2-10). Beginning in Neighborhood 9 on the DRSP property, this includes a minimum 12-foot rear yard setback, 30-foot equestrian trail, 60-foot Hetrick Avenue right-of-way, and a minimum 30-foot side yard setback for the existing Residential Suburban lots siding onto Hetrick Avenue. Homes in Neighborhood 9 immediately adjacent to the western DRSP property line will be one-story.

Exhibit 2-10: Western DRSP Property Line Edge Condition at Neighborhood 9



2.3.6. *Architectural Design Guidance*

As noted above, no specific architectural style is required for the DRSP. However, in order to implement the vision and character of the DRSP outlined in Chapter 1, objective design standards and design guidelines have been provided in Appendix A that will guide the design of future projects as they are submitted. Applicants should refer to Appendix A for applicable design direction for residential site planning, architecture, and landscaping.

2.3.7. *Residential Fencing Standards*

Table 2.6: Residential Fencing Standards below outline fencing standards which apply to all residentially designated land uses within the DRSP. This includes fencing standards related to location, height, type and materials, as well as prohibited styles. In general, the intent of the residential fencing standards is to allow for individual properties to take advantage of adjacencies

to park and open spaces on-site while providing privacy for future homeowners. All fences to be provided by the developer and maintained by the Homeowners Association. Refer to Appendix A – Objective Design Standards and Design Guidelines for recommended locations for residential fencing.

Table 2.6: Residential Fencing Standards

Location
A. Fencing is permitted along the front, side, and rear property lines. Fencing within the required street setback area is prohibited. B. Property line fencing at the side or street yards connecting to the primary residence shall be setback a minimum of 5-feet from the primary street facing facade. C. Where a Residential Multi-Family designated property is located adjacent to a Flex Commercial designated property, fencing is required on the Residential Multi-Family property only.
Height
A. Front – Forty-Two (42) inches maximum. B. Side and Rear Yard – Six (6) feet minimum/maximum.

2.3.8. *Affordable Housing*

As discussed below, the County's Housing Element (2020-2028) outlines the goals, objectives, policies, and implementation programs to provide for a variety of housing types at various affordability levels across the County. It is the goal of the DRSP to provide for a diversity of housing types and opportunities for home ownership and apartments, with priority given to those who live and work in southern San Luis Obispo County. For more specific housing related policies, refer to Section 2.3.2 above.

General Plan Housing Element

The County's current Housing Element (2020-2028) is intended to facilitate the provision of needed housing in the context of the General Plan Land Use Element and related ordinance. It is also intended to meet the requirements of State law. It contains a number of relevant goals, objectives, policies, and implementation programs to ensure the County meets its goals of meeting the housing needs while remaining consistent with State law.

The overall goal of the County Housing Element is to:

"Achieve an adequate supply of safe and decent housing that is affordable to all residents of the unincorporated county."

Relevant primary objectives and associated policies include:

"Objective HE 1.00 – Facilitate the development and preservation of housing units that are diverse in type, size, and ownership level to meet the needs of residents of varying lifestyles and income levels."

Policy HE 1.01 - Support and prioritize new residential development in areas identified for strategic regional residential development and other areas that are (a) located along priority transportation corridors (i.e. highways identified by San Luis Obispo Council of Governments as priorities for regional infrastructure investments), (b) located in or between areas with higher concentration of jobs and services, and (c) located within or in close proximity to existing urbanized areas or communities. This includes, but is not limited to, supporting and prioritizing the following in such areas:

- *improvements to infrastructure and facilities;*
- *reductions in infrastructure constraints for the development of housing to the extent possible; and*
- *increases in the supply of land for residential uses.*

Policy HE 1.02 - Prioritize proximity to jobs, services, schools, parks, and transportation systems when designating land for housing.

Policy HE 1.04 - Encourage proposed residential developments to provide safe and attractive living environments through incorporation of high-quality architectural design, materials, site planning, and site amenities.

To ensure the County meets this objective and associated policies during the current Housing Element term and to position the County to meet future, longer-term housing needs, the following implementation program is identified:

"Program C: Designation of additional land for residential uses."

Specific Plan Application

The DRSP will implement the goals and policies of the County Housing Element by donating improved land to a local non-profit to allow for construction of deed-restricted affordable units on-site. As shown on Exhibit 2-2a, Neighborhoods 10A and 10B have been appropriately sized and located to accommodate these 156 affordable units.

In addition to deed-restricted affordable units on-site, the DRSP will also include building 100 attached Accessory Dwelling Units (ADUs) in Neighborhoods 4, 5, 6, 7, 8, and/or 9.

Local Preference Program

As part of the DRSP, a local preference program for housing will be included. The local preference program will give priority to individuals who live or work in the Lucia Mar Unified School District boundaries.

2.4 Commercial Land Uses

2.4.1 Commercial Land Uses

The DRSP contains a variety of commercial land uses with varying density ranges. These include Village Commercial and Flex Commercial, as further described below.

Village Commercial (DR-VC)

Purpose

a. To provide convenient locations for retail commercial and service establishments to meet daily shopping needs of residents and visitors.

b. To provide opportunities for community gathering and meeting spaces.

Character

a. Focused areas where small-scale neighborhood commercial, services, and community uses can be allowed to provide day-to-day shopping needs for adjacent residential neighborhoods.

b. Locations adjacent to residential areas along Collector or Arterial streets which will reduce the number of shipping trips for daily needs and to encourage walking or bicycling.

c. Areas having appropriate level of services and located within an urban reserve line.

Flex Commercial (DR-FC)

Purpose

a. To provide areas for commercial, office, and light manufacturing to support local job generating businesses.

b. To provide limited areas for highway traveler services and uses associated with tourists and vacationers within urban areas on Collectors.

c. To provide areas for development of public facilities and/or educational facilities to meet the public needs.

Character

a. Areas characterized by commercial, service, and small-scale industrial uses.

b. Areas where uses serve both occasional needs and day-to-day needs.

c. Areas that serve resident, transient, and tourist needs.

d. Areas that satisfy the specialized site location requirements of public agencies and/or educational facilities, where facilities will be visible and accessible to their users.

e. Areas having appropriate level of services and located within an urban reserve line.

Exhibit 2-11: Village Commercial Neighborhood Barn Concept



Exhibit 2-12: Village Commercial Site Plan Concept



2.4.2 *Commercial Land Use Goals, Objectives, and Policies*

The following overarching DRSP goals and objectives brought forward from Chapter 1 of this document and associated policies are provided to guide the range of commercial development envisioned within the DRSP area.

Goal 1

Provide a mix of land uses that offers a range of amenities accessible to residents and community members.

Commercial Policy 1.a

A range of commercial, office, hospitality, and education space shall be provided within the commercial areas of the DRSP to provide flexibility of future uses.

Commercial Policy 1.b

Outdoor seating and pedestrian amenities should be provided in conjunction with commercial land uses for residents, visitors, and employees.

Goal 2

Respect Old Town Nipomo, the small, neighborhood-oriented village commercial area has been designed to be limited in size, rather than compete with, Old Town Nipomo.

Commercial Policy 2.a

The Village Commercial Center shall include a variety of neighborhood serving uses that accommodate the day-to-day needs of the neighborhood. This may include a neighborhood barn, an event venue to accommodate neighborhood or community events.

Goal 4

Incorporate the rural history of the community through architectural design, as guided by Appendix A – Objective Design Standards and Design Guidelines.

Commercial Policy 4.a

While no specific architectural style is dictated, commercial or residential architecture character should be reflective of the rural history of the community, as outlined in Appendix A – Objective Design Standards and Design Guidelines

Goal 6

Create new employment and job training opportunities for the community and the broader south San Luis Obispo County area.

Commercial Policy 6.a

The Flex and Village Commercial land use categories shall provide a variety of tenant space configurations to accommodate a range of business types and sizes for new employment opportunities and through a donation will also include an educational campus to provide ongoing job training and life-long learning opportunities. High speed fiber optic will also be provided for work from home opportunities.

Goal 10

Meet the State law requirements for energy efficiencies, State law and Nipomo Community Services District (NCSD) policies and ordinances relating to water conversation, and County Building Code requirements for energy efficiencies and water savings.

Commercial Policy 10.a

All commercial development within the DRSP shall meet the minimum Building Code requirements for energy efficiencies and water savings.

2.4.3 Commercial Development Standards

Commercial development standards apply to the Village Commercial (DR-VC) and Flex Commercial (DR-FC) land uses within the DRSP and are intended to ensure consistency with the DRSP vision while guiding the implementation and review of individual development proposals by the County.

Customized land use categories are provided to implement the land uses identified in Chapter 2. Land use categories included herein supersede the County's Land Use Ordinance (Title 22) except where the DRSP is silent. In such cases, the existing County land use category standards shall apply.

The commercial development standards for Village Commercial and Flex Commercial land uses are provided in Table 2.7 below.

Applicants should refer to Appendix A for applicable design direction for commercial site planning, architecture, and landscaping.

Table 2.7: Commercial Development Standards

	DR-VC	*DR-FC*
Minimum Building Setbacks		
Front	0-ft	10-ft
Interior Side	0-ft	0-ft
Street	0-ft	10-ft
Rear	Per Building Code requirements, except 10' when adj. to a Res. use.	20-ft
Minimum Lot Size		
	No minimum	0.5 ac
Maximum Lot Coverage		
	100%	70%
Maximum Floor Area Ratio		
	1.5; 2.5 for lodging or school uses	1.5; 2.5 for lodging or school uses
Maximum Height		
	35-ft, 2-stories; 50-ft, 4-stories for lodging or schools uses	35-ft, 2-stories; 50-ft, 4-stories for lodging or school uses

	DR-VC	*DR-FC*
Minimum Private/Common Area Landscaping		
	5% of parking area	10%
Landscape Buffer		
	-	20-ft along Highway 101[3]
Minimum Parking Requirements [1, 2]		
	Restaurants & Bars – 1/200 sf *Commercial/Retail* - 1 sp/250 sf *Lodging* - 1 sp/room + 5% of total spaces *Schools (Colleges/University)* – 1 sp/3.4 students *Child Day Care Centers* – 1 sp/1 staff member plus 1 sp for each 5 children *Office* – 1/300 sf *Medical Office* – 1/200 sf *Residential* – as required by Table 2.3: Residential Multi-Family Development Standards	*Restaurant & Bars* – 1/200 sf *Commercial/Retail* - 1 sp/250 sf *Commercial Service* – 1 sp/250 sf *Schools (Pre-Schools to Secondary)* – 1 sp/staff member plus 1 space per 5 children *Schools (Colleges/University)* – 1 sp/3.4 students *Lodging* - 1 sp/room + 5% of total spaces *Small Scale Manufacturing* – 1 sp/500 *Office* – 1/300 sf *Medical Office* – 1/200 sf *Residential* – as required by Table 2.3: Residential Multi-Family Development Standards

Notes:

[1] Where two or more nonresidential uses are located on a single property, the number of parking spaces may be reduced at a rate of 5% for each nonresidential use, up to a maximum of 20%.

[2] Minimum parking requirements shall be calculated based on the net floor area in both Village and Flex Commercial areas of useable space within a building. However, parking requirement calculations shall not include storage areas or mechanical space.

[3] In addition to landscaping, vehicular circulation and fencing may be located within the westerly 10 feet of the landscape buffer development standard requirements.

2.4.4 *Commercial Allowable Uses*

Table 2.8 below outlines the allowable land uses for the Village Commercial and Flex Commercial/Light Industrial land uses within the DRSP area. Table 2.8 supersedes the permitting requirements in Article 2 and Article 4 of the LUO, except as otherwise provided herein. The land uses in the DRSP may be subject to LUO standards, including specific use standards, when this chapter is silent on a standard or requirement. An applicant for a use within the DRSP may request to waive or modify an LUO standard through a MUP or CUP when there are procedures to do so in the LUO. In which case, the MUP or CUP requirement would supersede the permit level in Table 2.8. The Director has the authority to refer a Zoning Clearance or Site Plan to the Planning Commission if questions arise regarding the applicability of a policy, standard, or mitigation measure to a proposed land use or development within the DRSP.

To review applicable permit types and processes referenced in Table 2.8, refer to Chapter 7 – Implementation and Administration. Other uses not listed below may be approved by the Director that are consistent with the intent of the DRSP and will not result in increased impacts through a MUP.

Table 2.8: Commercial Use Table[2]

	DR-VC	*DR-FC*
Alternative Fueling Stations	ZC	ZC
Animal Hospitals and Veterinary Medical Facilities	N	CUP
Automobile, Mobile Home & Vehicular Dealers and Supplies	N	N
Automobile Service Stations & Gas Stations	N	N
Building Materials and Hardware	N	CUP
Child Day Care Centers	ZC	ZC
Drive-In and Drive-Thru Services	N	CUP
Food and Beverage Products	N	CUP
Furniture & Fixture Products, Cabinet Shops	N	CUP
General Retail	CUP	CUP
Health Care Services	CUP	CUP
Indoor Amusement and Recreation - Health/Fitness Club	CUP	CUP
Heavy Manufacturing	N	N
Lodging – Hotels & Motels, 40 or more units	CUP	CUP
Grocery – Neighborhood Market (<10,000 sf)	CUP	CUP
Grocery – Neighborhood Market (<50,000 sf)	N	CUP
Personal Services	CUP	CUP
Public Assembly and Entertainment Facilities	CUP	CUP
Offices	CUP	CUP
Residential[1]	CUP	CUP
Restaurant and Bars (including breweries, wine tasting, and distilleries)	CUP	CUP
Schools – Specialized Education and Training	CUP	CUP

	DR-VC	*DR-FC*
Schools – College and University	CUP	CUP
Schools – Preschool to Secondary	CUP	CUP
Small Scale Manufacturing	N	CUP
Warehousing	N	N

Notes:
ZC: Zoning Clearance SP: Site Plan MUP: Minor Use Permit
CUP: Conditional Use Permit N: Not Permitted
Uses listed above consistent with County use definitions, where applicable.
[1] Governed by applicable State law and relevant portions of the County Land Use Ordinance.
[2] New tenants in existing buildings shall be subject to the requirements of LUO Section 22.08.030, Table 2-3 (5).

2.4.5 Architectural Design Guidance

As noted above, no specific architectural style is required for the DRSP. However, in order to implement the vision and character of the DRSP outlined in Chapter 1, objective design standards and design guidelines have been provided in Appendix A that will guide the design of future projects as they are submitted. Applicants should refer to Appendix A for applicable design direction for commercial site planning, architecture, and landscaping.

2.4.6 Commercial Fencing Standards

Table 2.9: Commercial Fencing Standards below outlines the fencing standards which apply to all commercially designated land uses within the DRSP. This includes fencing standards related to location, height, type and materials, as well as prohibited styles. Refer to Appendix A – Objective Design Standards and Design Guidelines for recommended locations for commercial fencing.

Table 2.9: Commercial Fencing Standards

Location
A. Fencing is permitted along the side and rear yard property lines. Fencing within the front setback areas is prohibited. B. No fencing is required adjacent to U.S. Highway 101, other than required by Caltrans. C. Where a Residential Multi-Family designated property is located adjacent to a Flex Commercial designated property, fencing is only required on the Flex Commercial property. D. No fencing is required adjacent to the Recreation or Open Space land use, unless otherwise specified.
Height
A. Side and Rear Yard – Six (6) feet minimum/maximum.

2.5 Recreation and Open Space Land Uses

2.5.1 Recreation and Open Space Land Use Descriptions

The DRSP contains a variety of recreation and open space land uses. These include Recreation (DR-REC) and Open Space (DR-OS), as further described below.

Recreation (DR-REC)

Purpose

a. To identify areas having recreational potential where private or public development of recreational uses can be encouraged.

b. To provide for private or public park, equestrian trailhead, and recreation areas to serve neighborhood and community residents and visitors.

c. To allow for child day care centers to serve neighborhood and community residents.

Character

a. Areas of existing or proposed recreational uses that emphasize and retain a recreational resource on a portion of a property.

b. Areas with natural or man-made recreational resource that will serve particular private or public recreational needs.

c. Areas adjacent to recreational uses that can accommodate a child day care center.

Open Space (DR-OS)

Purpose

a. To identify lands having value as natural areas.

b. To identify lands that are capable of supporting passive recreational activities.

Character

a. Portions of a site with natural features such as unique topography or vegetation.

b. Areas for passive, non-intensive recreational uses such as picnic areas and hiking trails.

Exhibit 2-13: Neighborhood Park Concept



2.5.2 *Recreation and Open Space Land Use Goals, Objectives, and Policies*

The following DRSP goals and objectives brought forward from Chapter 1 of this document and associated policies are provided to guide the recreation and open space land use categories envisioned within the DRSP area. For additional goals and policies related to Recreation and Open Space, refer to Chapter 3.

Goal 1

Provide a mix of land uses that offers a range of amenities accessible to residents and community members.

Recreation and Open Space Policy 1.a

Recreation and Open Space land uses shall be distributed throughout the DRSP area to provide access to both residents and the community.

Recreation and Open Space Policy 1.b

Recreation and Open Space land uses should be utilized to provide a buffer between the DRSP area and the surrounding neighborhoods to the extent practical.

Recreation and Open Space Policy 1.c

Open space land uses shall serve a variety of functions including but not limited to recreation, trails, stormwater management, and habitat conservation.

Recreation and Open Space Policy 1.d

Recreation land use shall, through a donation of an improved site, provide a child day care center to a non-profit organization to accommodate both residents and the community.

2.5.3 *Recreation and Open Space Standards*

Recreation and open space standards apply to the Recreation (REC) and Open Space (OS) land uses within DRSP. They are intended to ensure consistency with the DRSP vision while guiding the long-term implementation and review of individual proposals by the County.

Customized land use categories are provided to implement the land uses identified in Chapter 2. Land use categories included herein supersede the County's Land Use Ordinance (Title 22) except where the DRSP is silent. In such cases, the existing County land use category standards shall apply.

For additional standards related to Recreation and Open Space land uses, refer to Chapter 3.

Table 2.10: Recreation and Open Space Development Standards

	DR-REC[9]	*DR-OS*
Minimum Parking Requirements		
	Daycare - 1 sp/1 staff member plus 1 sp for each 5 children	-

2.5.4 *Recreation and Open Space Allowable Uses*

Table 2.11 below outlines the allowable land uses for the Recreation and Open Space land uses within the DRSP area. Table 2.11 supersedes the permitting requirements in Article 2 and Article 4 of the LUO, except as otherwise provided herein. The land uses in the DRSP may be subject to LUO standards, including specific use standards, when this chapter is silent on a standard or requirement. An applicant for a use within the DRSP may request to waive or modify an LUO standard through a MUP or CUP when there are procedures to do so in the LUO. In which case, the MUP or CUP requirement would supersede the permit level in Table 2.11. The Director has the authority to refer a Zoning Clearance or Site Plan to the Planning Commission if questions arise regarding the applicability of a policy, standard, or mitigation measure to a proposed land use or development within the DRSP.

Table 2.11: Recreation and Open Space Use Table

	DR-REC	*DR-OS*
Primary Uses		
Equestrian Facilities (trails and trailhead)	ZC	ZC
Neighborhood Park	SP	N
Outdoor Athletic Facilities	SP	N
Pedestrian Trails	ZC	ZC[1]
Parks and Playgrounds	SP	N
Child Day Care Centers	SP	N
Secondary Uses		
Mobile Homes	N	N
Public Utility Facilities (Basins, Pumphouses)	SP	SP
Outdoor Sports and Recreational Facilities - Private	SP	N
Outdoor Sports and Recreational Facilities - Public	SP	N
Storage – Accessory	MUP	MUP
Temporary Events[2]	MUP	MUP

Notes:
ZC: Zoning Clearance SP: Site Plan MUP: Minor Use Permit N: Not Permitted
Per County use definitions, where applicable.
[1]Pedestrian trails in the Open Space Land Uses shall be unpaved.
[2]Temporary Events are subject to the Site Design Standard requirements outlined in Title 22, Section 22.30.610 of the County LUO.

2.5.5 *Recreation and Open Space Fencing Standards*

Table 2.12: Recreation and Open Space Fencing Standards below outlines the fencing standards which apply to all recreation and open space designated land uses within the DRSP. This includes fencing standards related to location, height, type and materials, as well as prohibited styles. Refer to Appendix A – Objective Design Standards and Design Guidelines for recommended locations for recreation and open space fencing.

Table 2.12: Recreation and Open Space Fencing Standards

Location
A. Not required along streets or trails, unless an equestrian trail is located adjacent to a street, in which case a 4-foot high, split rail fence is required. B. Fencing within the front setback areas of child day care centers is prohibited, unless required by State law.
Height
A. Adjacent to Streets, Parks, and Open Space - Four (4) feet maximum. B. Adjacent to child day care centers – Six (6) feet minimum/maximum C. Adjacent to Detention Basin - Per County requirements.

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3 Conservation, Open Space, and Recreation

3.1 Introduction

This Chapter discusses the extent and location of open space, cultural resources, and recreational spaces within the Dana Reserve (DRSP) area. It also includes goals and policies for ensuring the long-term success and management of these resources and assets. The open space, trail network, and recreational amenities are envisioned as a cornerstone for the DRSP. These open space areas will provide moments to embrace tranquility and peacefulness, while recreation spaces will encourage exercise, exploration, play, and community engagement – part of the larger healthy community vision for the DRSP. Refer to Table 3.1 below for a summary of land use acreages of these areas within the DRSP and Exhibit 3-1 for their locations.

Table 3.1: Recreation and Open Space Land Use Summary

Land Use	*Acreage (ac)*	*% of Site (%)*
Open Space ○ Open Space ○ Trails ○ Basins	55.6	19.3
Recreation	6.3[1]	2.2
Pocket Parks	7.6 - 10	2.6 - 3.5
Totals	*69.5 - 71.9*	*24.1 - 25*

[1] A maximum 0.5 acre site will be reserved for a child day care center and is located at the Neighborhood Park, which is in the Recreation land use category.

Exhibit 3-1: Open Space and Recreation Map



3.2 Conservation and Open Space

The proposed DRSP Open Space includes a total of 55.6 acres (19.3%) of the total site. This land use category includes areas that remain undeveloped long-term, as well as areas that provide opportunities for passive uses. Examples of areas intended to remain undisturbed long-term include the central oak forest area, while passive open space areas will include pedestrian and equestrian trails as well as seating areas. County trail standards for pedestrian and equestrian trails are specified in Chapter 4: Circulation.

A Biological Report was conducted for the DRSP in 2020, with updates completed in 2021 through 2023 related to oak trees and Burton Mesa Chaparral. The report identified eight special status plant species located within the DRSP area. The data collected from these biological studies served as a general guide to the siting of land uses within the DRSP area in order to avoid or minimize impacts to these species.



Open space area concepts.

3.2.1 Biological

Coast Live Oaks

The DRSP contains coast live oak trees dispersed in different locations across the site. With the exception of three non-native trees, no other tree species are located on the property. While many of the coast live oaks are scattered in various configurations, most intact oak woodland (oak forest) is located centrally on the property with a denser tree coverage, canopy structure, and understory shrub cover than other areas of the site. Most of the oaks in savannah, chaparral, and managed oak woodland on the Dana Reserve resprouted from oaks harvested in the late 1800s to increase grazing area. The Dana family had 18,000 head of sheep in the area in the 1890s. The understory of multi-stemmed trees has been managed since the 1930s which are the earliest available photographs. The managed woodland has been grazed by horses and cattle in recent decades. Low tree branches and dead wood are removed to increase grass cover and reduce fire fuel.

The majority of the centrally located oak forest, not historically managed, is to be maintained as part of the DRSP. To maintain the integrity of this centrally located oak forest, development and the circulation network have been located to minimize impacts. Where development is to occur adjacent to areas where coast live oaks are to be maintained, County oak tree protection construction best practices will be implemented.

An Oak Woodland Management Plan, Tree Protection Plan, Off-Site Habitat Acquisition and Preservation Plan, and On- and Off-Site Habitat Mitigation and Monitoring Plan will be prepared. A combination of on-site mitigation plus off-site conservation will be used to offset the loss of coast live oaks. Planting locations will be selected adjacent to existing coast live oak areas to be maintained, within open spaces, recreation and park areas, or street trees within select areas. To the extent practical, on-site mitigation of coast live oak trees will be propagated from on-site acorns. Plantings shall not fulfill more than one-half of the mitigation requirements. Off-site mitigation for loss of oak woodland habitat will be provided by oak woodland habitat acquisition and conservation at a 2:1 ratio (two acres conserved for every acre of oak woodland habitat impacted). Refer to the Environmental Impact Report (EIR) for more details on oak tree mitigation measures.

Special Status Plant Species

As part of the 2020 Biological Report and subsequent 2021 through 2023 updates related to oaks and Burton Mesa Chaparral conducted for the DRSP effort, eight special status plant species were identified within the DRSP area. These include sand mesa manzanita (*Arctostaphylos rudis*), sand buck brush (*Ceanothus cuneatus var. fascicularis*), Michael's rein orchid (*Piperia michaelii*), mesa horkelia (*Horkelia cuneata*), California spineflower (*Mucronea californica*), Nipomo mesa ceanothus (*Ceanothus impressus var. nipomoensis*), and sand almond (*Prunus fasciculata var. punctata*).

The DRSP will avoid impacts to special status plant species to the extent practical. For those special status species that cannot be avoided, appropriate mitigation ratios will be required, as detailed in the EIR.

Listed Plant Species

During surveys and field observations on the property for the 2020 Biological Report, small patches of a state listed plant species, Pismo clarkia (*Clarkia speciosa ssp. Immaculata*) were identified in portions of the centrally located oak forest area. Development, including roadways, have been situated on-site to avoid impacts to these areas, however a small impact to state-listed species may occur. A state Incidental Take Permit (ITP) will be obtained and mitigation implemented for impacts to this rare plant.

Biological Mitigation Area(s)

The DRSP proposes to preserve an off-site oak mitigation site within the Nipomo area. Located along the Temettate Ridge, the Dana Ridge site, will be placed into a conservation easement with a local non-profit to provide for the long-term management and maintenance of the site. Refer to Exhibit 3-2 for the location of the Dana Ridge Ranch site.

Appropriate on-site habitat will be preserved and/or restored to mitigate for impacts to rare species, as detailed in the EIR.

Exhibit 3-2: Biological Mitigation Site



3.2.2 *Cultural*

Cultural resources include historical, archaeological, and/or paleontological resources. An archaeological cultural resource site has been identified within the DRSP area. Site design and layout of the property has been designed to avoid impacting this location by integrating it within open space and avoiding excavation of the resource site.

Known archaeological resources shall be protected to the greatest extent practical. If additional archaeological resources are discovered during grading and construction activities the mitigation measures listed in the DRSP EIR and the County's Inland Land Use Ordinance shall be applied, which may include, but is not limited to fencing or other protective measures around identified cultural resources.

3.2.3 *Conservation and Open Space Goals, Objectives, and Policies*

The following DRSP goals and objectives brought forward from Chapter 1 of this document and associated policies are provided to guide the recreation and open space uses envisioned within the DRSP area.

Goal 9

Maintain the large, centrally located oak forest area as a site feature and minimize impacts to special-status plants and animals on-site.

Open Space Policy 9.a

Prepare an Oak Woodland Management Plan, On-Site Tree Protection Plan for Trees Retained, Off-Site Habitat Acquisition and Preservation Plan, and On- and Off-Site Habitat Mitigation and Monitoring Plan to mitigate loss of coast live oaks on-site, as detailed in the Environmental Impact Report (EIR).

Open Space Policy 9.b

For unmitigable impacts to special status plant species, the mitigation ratios identified in the Environmental Impact Report shall be followed. Where feasible, plant salvage and seed collection shall be conducted prior to habitat disturbance.

Open Space Policy 9.c

The open space areas shall be a separate lot or lots under the ownership of the Homeowners Association.

Open Space Policy 9.d

Ongoing maintenance of the oak forest shall be conducted consistent with the approved Oak Woodland Management Plan.

Open Space Policy 9.e

Interpretive signage may be installed at designated locations along the trail network and other open space areas to promote public awareness and education about oak woodlands and other special plant species within the DRSP area.



Example of interpretive signage identifying local habitats.

3.3 Recreation

A variety of recreational amenities are proposed within the DRSP area, including a neighborhood park, pocket parks, pedestrian trails, and equestrian trails. The County of San Luis Obispo requires the provision of a minimum of 3 acres of parkland per 1,000 residents for the County's unincorporated communities. See Table 3.2 below for detailed County Parkland requirement calculations.

Table 3.2: Required Parkland

	Single-Family (RSF)	*Multi-Family (RMF)*
Total Homes	831	539
County Multiplier	0.00741	0.00564
Acres Required	6.16	3.04
Total Parkland Required (acres)	*9.2*	
Note: Non-residential uses and ADUs are not required to provide public parkland per Chapter 21.09 of the County LUO.		

To address County parkland requirements, the DRSP includes a 5.3-acre, centrally located neighborhood park adjacent to the oak forest area and a 1-acre equestrian trailhead. An additional 7.6 - 10 acres of publicly accessible pocket parks are to be provided within the residential neighborhoods, for a total of 13.9 - 16.3 acres of parkland within the DRSP.

3.3.1 Recreation Amenities

Neighborhood Park

The County's Parks and Recreation Element states that parks and trails contribute to a high quality of life and make our communities more livable. The proposed 5.3-acre neighborhood park will be an amenity not only to the residents of the DRSP area, but also visitors and the community. This neighborhood park is envisioned to be more passive in character in order to maintain a greater

number of on-site oak trees and to better connect with the adjacent open space. Exhibits 3-3 and 3-4 demonstrate the conceptual character of the neighborhood park in the DRSP area.

Exhibit 3-3: Neighborhood Park Site Plan Concept



Exhibit 3-4: Neighborhood Park Birds-Eye



The following amenities are examples of what should be considered when developing the neighborhood park. This is not an exhaustive list and other complementary and/or similar amenities may also be included.

- Bicycle racks
- Drinking fountains
- Entry signage and landscaping
- Picnic areas
- Irrigation/Landscaping
- Parking
- Restroom
- Trail connections
- Trash and recycle bins
- Wayfinding signage

Pocket Park Areas

As a complement to recreation in the public park and trail system, pocket parks support and promote passive play, exercise, social gatherings, and family get-togethers for people of all ages and abilities. Pocket parks are accessible to residents and the public via the trails system.

These pocket park areas are specific to each neighborhood within the DRSP area and are integrated into the larger open space network. Positioning pocket parks along a system of connection trails enables users to enter the trail system and safely walk to each park within the DRSP.

Pocket parks will incorporate a variety of native plants that are appropriate to local climate and soil conditions. Native plants minimize irrigation and maintenance needs while providing areas for native pollinators, insects, and birds.

The DRSP pocket parks will be designed with multigenerational activities and needs as well as emphasize the physical and social inclusion of all ages and abilities. Playground equipment and other hardscape features may be designed to complement the character and landscape of the DRSP property. Exhibit 3-5 illustrates the pocket park character and scale.

Exhibit 3-5: Pocket Park Concept



Refer to Neighborhood Park amenities examples for features that may be included in Pocket Parks.

Equestrian Trailhead and Trails

The DRSP area will provide equestrian trailhead access at the property's perimeter, as well as through open space areas to create a trail network on the property. Approximately 3.3 miles of equestrian trails will be accessible to residents and the community. The equestrian trailhead will be integrated at the southeastern corner of the property, providing a staging area for a limited number of trailers to load/off-load horses for trail access. The equestrian trail network will be available to residents of the DRSP area as well as to visitors and the community, with connections at Willow Road, Pomeroy Road, Hetrick Avenue, and Cory Way. The equestrian trails will be owned by a Homeowners Association, with a local non-profit(s) assisting in the ongoing operations and maintenance of the trail system. For specific equestrian trail standards and trail head features, refer to Chapter 4. Exhibit 3-6 illustrates an equestrian trail concept.

Exhibit 3-6: Equestrian Trail Concept



Pedestrian Trail System

Trails are an integral component of the DRSP's open space and recreational infrastructure. Connecting residential areas with shopping, dining, recreation, and jobs is accomplished through a series of connecting pedestrian trails.

Consistent with the goals, objectives, and policies of the DRSP, the pedestrian trails are an alternative mode of transportation encouraging residents to access nearby services without using their automobile. Approximately 3.8 miles of off-street pedestrian trails will be accessible to residents and the community. Pedestrian trails provided in the DRSP area will be maintained by a Homeowners Association to ensure ongoing maintenance of the trail system. For specific pedestrian trail standards, refer to Chapter 4. The proposed pedestrian trail system configuration may change based on the ultimate configuration of each individual residential neighborhood. However, a point(s) of access from the overall pedestrian trail system into/from each residential neighborhood shall be maintained, as shown by neighborhood on Exhibit 2-2a.



Example of pedestrian trail.

3.3.2 Recreation Goals, Objectives, and Policies

The following goals and objectives brought forward from Chapter 1 of this document and associated policies are provided to guide the recreation and open space uses envisioned within the DRSP.

Goal 3

Provide a neighborhood park and pocket parks and open space areas within each residential neighborhood, linking the neighborhoods together through a network of trails and open spaces.

Recreation Policy 3.a

Provide a pocket park or common open space area within each residential neighborhood.

Recreation Policy 3.b

Incorporate a variety of native plants into pocket parks to support native pollinators, insects, and birds. *Recreation Policy 3.c*

Connect parks and recreation spaces within the DRSP through a network of pedestrian trails and sidewalks, thereby encouraging non-motorized transit.

Goal 8

Integrate a network of walking, bicycling, and equestrian facilities to connect on-site residential neighborhoods and the broader community.

Recreation Policy 8.a

Ensure walking and bicycling facilities are included to provide connections from residential neighborhoods to on-site open space, parks, and commercial areas.

Recreation Policy 8.b

Provide sidewalk, pedestrian trails, and bicycle access points to public park and open space amenities within the DRSP area for the community.

Recreation Policy 8.c

Create an equestrian trailhead and trail system.

Recreation Policy 8.d

Integrate informational and directional signage within open space, trails, and pocket park, reflecting a cohesive theming and branding of DRSP.

Recreation Policy 8.e

Pedestrian and equestrian trail systems will be owned and maintained by a local non-profit or Homeowners Association. Neighborhood Park and pocket parks will be owned and maintained by a Homeowners Association.

3.4 Recreation

3.4.1 Homeowners Association

There will be a Homeowners Association(s) within the DRSP area. Refer to Chapter 8 for more information regarding Homeowners Association(s) within the DRSP.

3.4.2 Fire Protection/Vegetation Management

County Fire and CDF designate the existing DRSP area within the Moderate Fire Severity Zone as of 2022. As the DRSP is built-out over time, the level of fire severity is expected to be reduced and transition to one focused on structural defense. However, best practices in fire protection and vegetation management will be implemented within the overall DRSP site plan to ensure the safety of future residents per the 2021 Dana Reserve Fire Protection Plan and EIR. Fire protection and vegetation management within the DRSP will be consistent with CalFire/San Luis Obispo County requirements. Ongoing management will provide preemptive and preventative measures in preparing and planning for fire protection. Neighborhoods adjacent to the central oak forest area and anticipated to be subject to the fire protection and vegetation management requirements of CalFire/San Luis Obispo County include Neighborhoods 3, 7, 8, and 9.

Proposed irrigated landscaping on public and private properties adjacent to the central oak woodland area will help buffer residences. The establishment and maintenance of additional emergency vehicle access points, street names, directional signage, building identification, and fuel modification measures also establish and add to fire protection within the DRSP area. These measures and programs incorporated at the time of site design and implemented at time of construction and prior to occupation will positively influence the responsiveness and preparedness during emergencies. Updates to strategies, best practices, and/or County requirements will be conveyed to residents through the Homeowners Association.

Site-specific requirements for identified neighborhoods include but are not limited to the following:

- A minimum defensible space shall be maintained around all buildings on the site per Cal Fire/San Luis Obispo County Requirements.
- Defensible space areas containing brush shall be thinned and/or masticated in accordance with recognized methods to minimize ground level fuel loads and lessen the potential impact of fire.
- In accordance with current Cal Fire/San Luis Obispo County Requirements, within 30-feet of permanent structures, trim trees, including oaks, to a minimum clear height of 6 to 8 feet above the ground to avoid continuous ladder fuels.

- Grasses that are dead, dormant, or directed to be trimmed by County Fire Official, shall be maintained at a maximum of 4 inches to minimize light flash fuels with the intent of mitigating continuous fire spread.
- Landscaping shall be fire resistant and meet County standards for fire resistant planting.



Defensible space areas around structure requirements (Source: CDF).

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4 Circulation

4.1 Introduction

This chapter focuses on the street and other circulation systems within the Dana Reserve Specific Plan (DRSP). The goal is to provide an efficient and highly functional circulation network for pedestrians, bicycles, equestrians, automobiles, and public transit, consistent with the South County Inland Area Plan (SCAP) and Nipomo Community Plan policy direction. The overall framework for the street system design has been guided by the requirements of the County of San Luis Obispo Public Improvement Standards.

4.2 Street Network

The primary organizational element of the public street system within the DRSP area is focused on the primary roadways, or "backbone" roads, that connect to off-site roads within the vicinity or that act as a continuation of existing County maintained roads. These primary public roadways are identified as Collector 'A,' Collector 'B', and Collector 'C' as described further below. In addition, other roadways within the DRSP area include those that are private and designated as Local Roads and Motorcourts, as described below. Regardless of which entity maintains the streets, a private Property/Homeowners Association will maintain non-standard roadway features and landscaping amenities on Collectors, Local Roads, and Motorcourts. See *Exhibits 4-1* and *4-2* for an overview of the circulation plan, including individual proposed roadway types and their location within the DRSP.

Collector 'A'– North Frontage Road

Collector 'A' is designed as a County maintained public Collector Road that is located on the east side of the DRSP area. It is an extension of the existing North Frontage Road that currently terminates at the southeast corner of the DRSP area. This new road will complete a through connection from Tefft Street to Willow Road. At the intersection of Collector 'A' and Willow Road, there will be a traffic signal.

Collector 'B'- Pomeroy to Willow Road

Collector 'B' is designed as a County maintained public Collector Road that is located on the west side of the DRSP area. It provides a direct connection through the DRSP area from Pomeroy Road to Willow Road. At the Pomeroy Road and Willow Road connections, there will be one-way stop intersections.

Collector 'C'

Collector 'C' is designed as a County maintained public Collector Road that is located centrally within the DRSP area. It provides a direct east-west connection between the planned Collector 'A' and Collector 'B.' At the intersections with Collector 'A' and Collector 'B', there will be roundabouts.

Local Roads - Residential

Local Roads - Residential include those located within or serving the individual residential neighborhoods of the DRSP area. These roadways vary in orientation and design and are intended to provide the connection from the residential neighborhood to the Collectors within the DRSP area.

The County will not accept Local Roads into the County-maintained system. Therefore, a private mechanism for maintenance shall be established.

Private Motorcourts

Private Motorcourts are located within Neighborhood 3. These Private Motorcourts vary in orientation and are intended to provide access to adjacent Local Roads within the DRSP area. The County will not accept Private Motorcourts into the County-maintained system. Therefore, a private mechanism for maintenance shall be established.

Private Access Drive

A Private Access Drive is located to the west side of Collector B, near the intersection with Pomeroy Road. This access drive is intended to maintain access for the adjacent property owners located west of the Hetrick Avenue right-of-way to Collector B while also providing access to the storm water basin for maintenance. The Private Access Drive will be privately maintained.

Exhibit 4-1: Primary Public Roadways

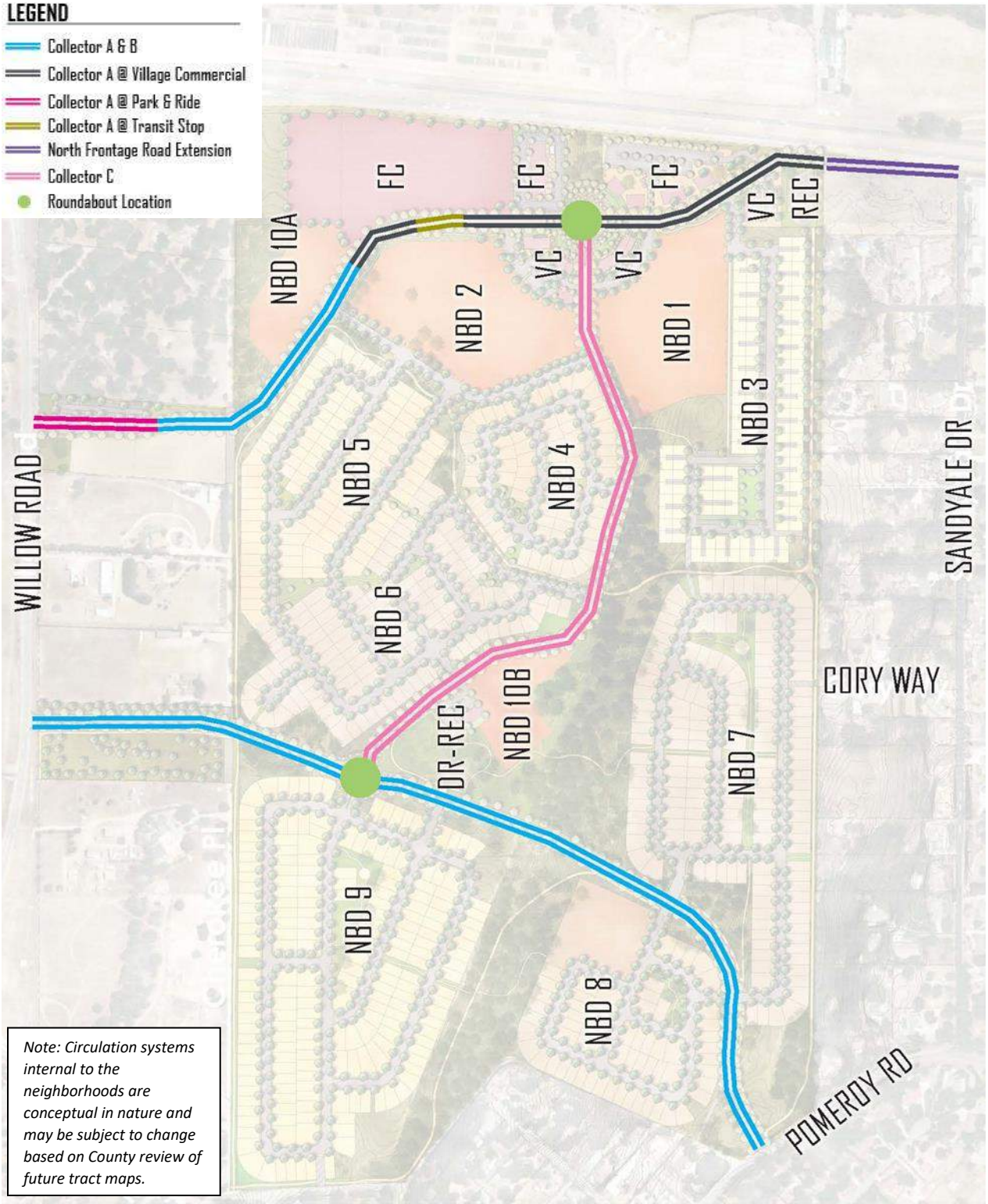
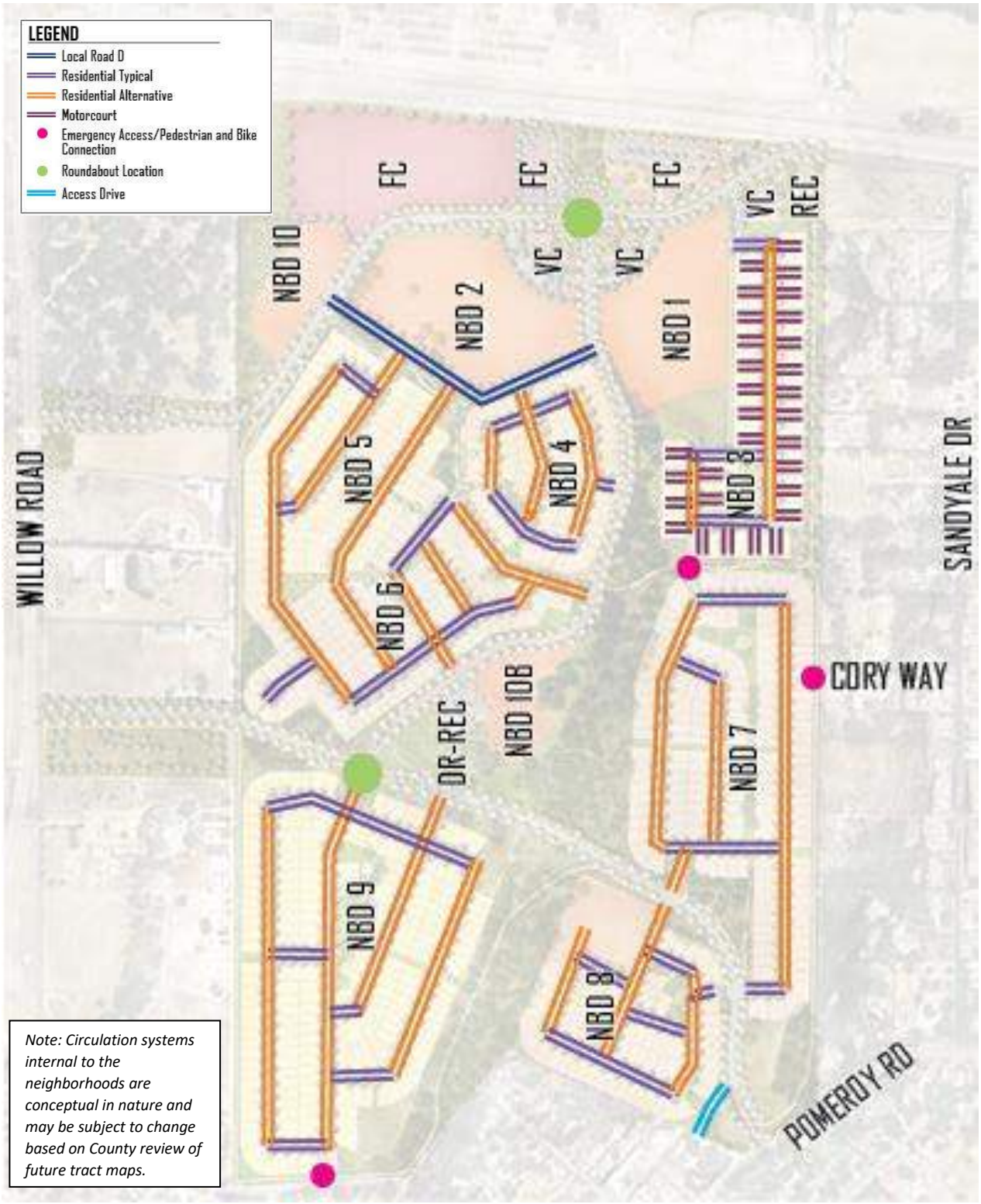


Exhibit 4-2: Local Roadways



4.2.1 *Circulation Goals and Policies*

The following overarching DRSP goals brought forward from Chapter 1 of this document and associated policies are provided to guide the circulation pattern and development envisioned within the DRSP area.

Goal 7

Enhance the circulation within the Specific Plan area and existing community by continuing the existing public roadway network through the DRSP property to connect to Willow Road, providing a new Park and Ride lot to encourage carpooling, and creating new public transportation points of connection to facilitate public transit use and reduce single-occupant automobile use.

Circulation Policy 7.a

Extend North Frontage Road Collector through the property to connect to Willow Road.

Circulation Policy 7.b

Provide a north-south Collector roadway connection from Pomeroy Road to Willow Road through the property rather than along Hetrick Avenue right-of-way.

Circulation Policy 7.c

Interlink the north-south Collector Roads with an east-west Collector Road.

Circulation Policy 7.d

Introduce a new Park and Ride lot along North Frontage Road to encourage Countywide carpooling and reduce single-occupant automobile use.

Circulation Policy 7.e

Provide locations for new public transportation stops at the commercial land uses and Park and Ride locations, two stops north of the roundabout on Collector A and two stops at the Park and Ride along Collector A.

Circulation Policy 7.f

Create emergency access points at the neighborhood edge to allow for additional fire/safety personnel access in Neighborhoods 7 and 9.

Goal 8

Integrate a network of walking, bicycling, and equestrian facilities to connect on-site residential neighborhoods and the broader community.

Circulation Policy 8.a

Provide buffered Class II bicycle lanes along Collectors 'A', 'B', and 'C' to encourage bicycle use within and through the DRSP area.

Circulation Policy 8.b

Provide sidewalks along all road types to encourage walking and other non-motorized transportation within and through the DRSP.

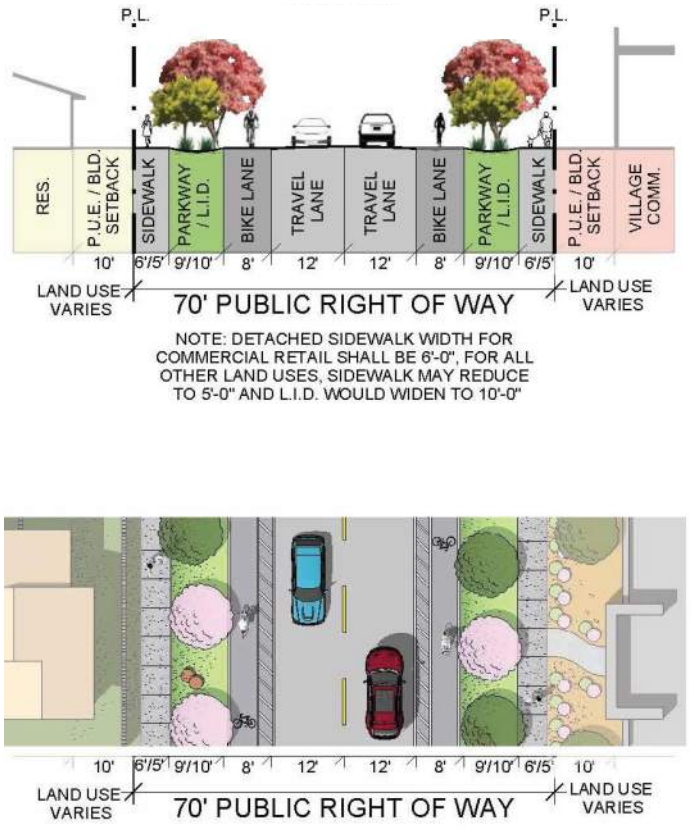
4.3 Street Cross Sections (New Roads)

The following sections provide descriptions of the design of individual roadways within the DRSP by use of individual street cross-section exhibits. The design of the individual street cross-sections includes opportunities for decentralized stormwater treatment LID features within roadway right-of-way areas. For landscaping, lighting, and other features, refer to Appendix A – Objective Design Standards and Design Guidelines.

4.3.1 *Collector 'A' and 'B' Typical*

Collector 'A' and 'B' Typical street section is designed as a 70-foot public right-of-way. From each side of the centerline, there will be a 12-foot travel lane, 8-foot buffered Class II bicycle lane, 9- or 10-foot parkway/LID feature, and 5- or 6-foot sidewalk. No on-street parking is provided. Flush curbs, also known as mow curbs, with a 2-foot shoulder are provided at the parkway/LID feature on both sides of the street, unless otherwise specified by the County. Ten-foot PUE's are incorporated outside the right-of-way on both sides of the street to accommodate necessary utilities to serve the adjacent land uses. See *Exhibit 4-3 for Collector 'A' and 'B' Typical* cross section details.

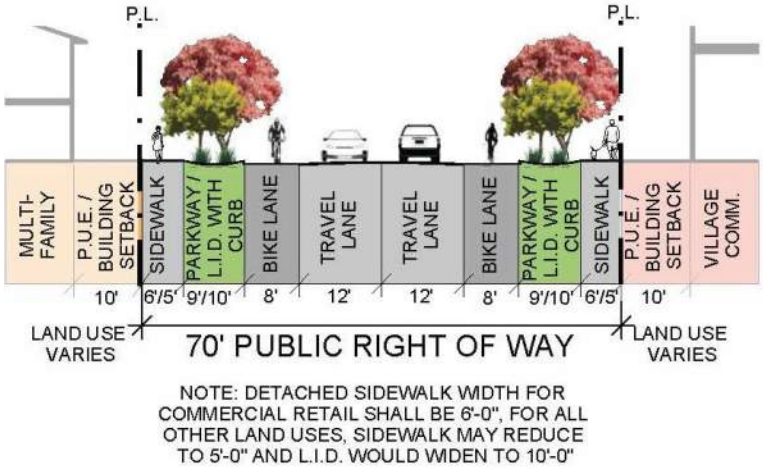
Exhibit 4-3: Collector 'A' and 'B' Typical

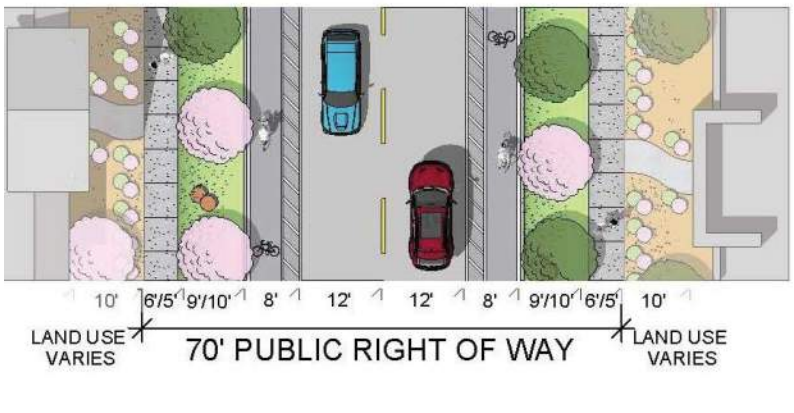


4.3.2 *Collector 'A' at Village Commercial Land Use*

Collector 'A' at Village Commercial Land Use street section is designed as a 70-foot public right-of-way. From each side of the centerline, there will be a 12-foot travel lane, 8-foot buffered Class II bicycle lane, 9- or 10-foot parkway/LID feature, and 5- or 6-foot sidewalk. No on-street parking is provided. Traditional curbs with gutters and curb cuts are provided at the parkway/LID features on both sides of the street. Ten-foot PUE's are incorporated outside the right-of-way on both sides of the street to accommodate necessary utilities to serve the adjacent land uses. See *Exhibit 4-4 for Collector 'A' at Village Commercial* cross section details.

Exhibit 4-4: Collector 'A' Adjacent to Village Commercial

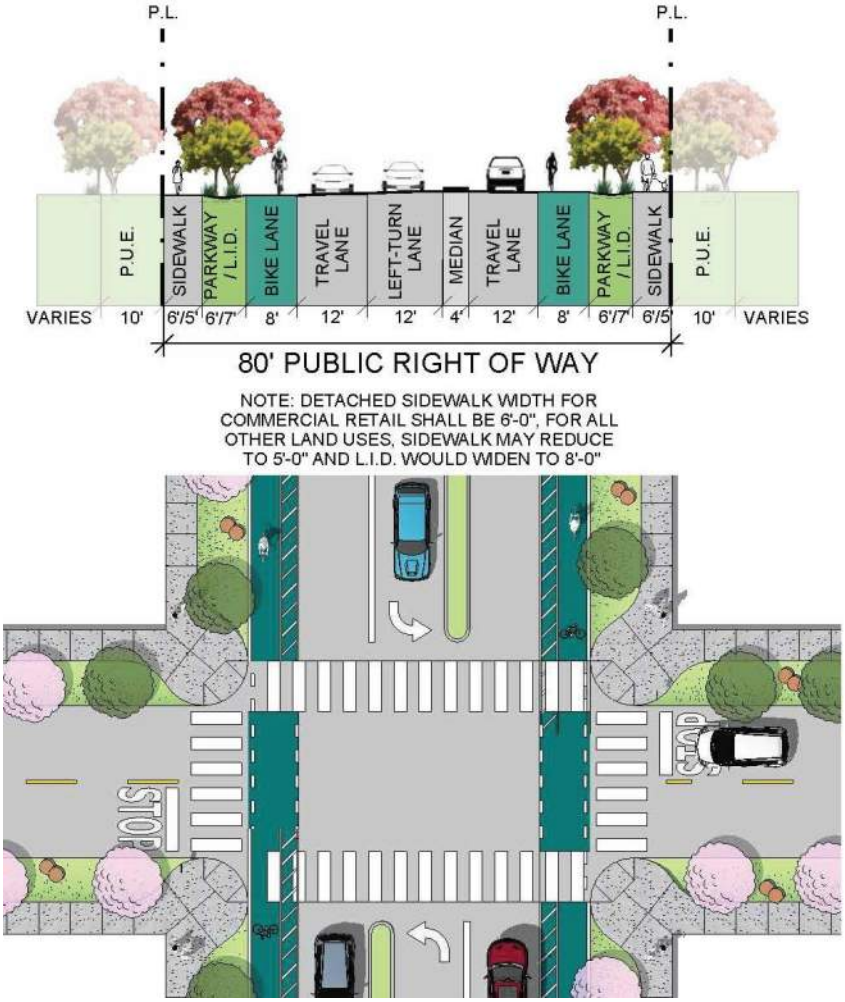




4.3.3 *Collector 'A' and 'B' at Left Turn Lane*

Collector 'A' and 'B' at Left Turn Lane street section is an 80-foot public right-of-way. From each side of the centerline, there will be a 12-foot left-turn lane and 4-foot median separating an 12-foot travel lane, 8-foot buffered Class II bicycle lane, 6- or 7-foot parkway/LID feature, and 5- or 6-foot sidewalk on one side of the street and a 12-foot travel lane, 8-foot bicycle lane, 6- or 7-foot parkway/LID feature, and 5- or 6-foot sidewalk on the other side of the street. No on-street parking is provided. Flush curbs with a 2-foot shoulder are provided at the parkway/LID feature on both sides of the street, unless otherwise specified by the County. Ten-foot PUE's are incorporated outside the right-of-way on both sides of the street to accommodate necessary utilities to serve the adjacent land uses. See *Exhibit 4-5 for Collector 'A' and 'B' at Left Turn Lane* cross section details.

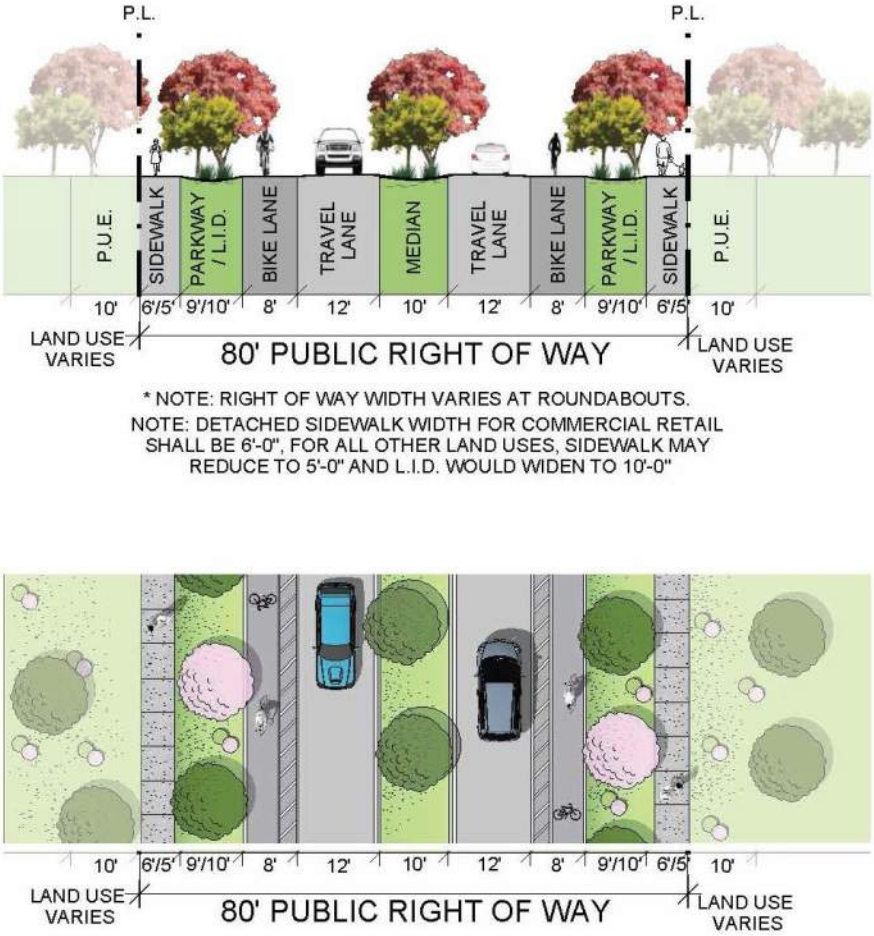
Exhibit 4-5: Collector 'A' and 'B' at Left Turn Lane



4.3.4 *Entries and Roundabouts, Collector 'A' and 'B'*

Entries and Roundabouts, Collector 'A' and 'B' street section is an 80-foot public right-of-way. From each side of the centerline, there will be a 10-foot median separating a 12-foot travel lane, 8-foot buffered Class II bicycle lane, 9- or 10-foot parkway/LID feature, and 5- or 6-foot sidewalk. No on-street parking is provided. Flush curbs with a 2-foot shoulder are provided at the parkway/LID feature on both sides of the street, unless otherwise specified by the County. Ten-foot PUE's are incorporated outside the right-of-way on both sides of the street to accommodate necessary utilities to serve the adjacent land uses. See *Exhibit 4-6 for Entries and Roundabouts* cross section details.

Exhibit 4-6: Entries and Roundabouts



4.3.5 *Park and Ride: Collector 'A'*

Park and Ride: Collector 'A' street section is designed to accommodate future northbound and southbound vehicular movement adjacent to a Park and Ride lot. It is comprised of a minimum 156-foot public right-of-way with two separate areas – one area for Collector 'A' roadway and one for the Park and Ride lot.

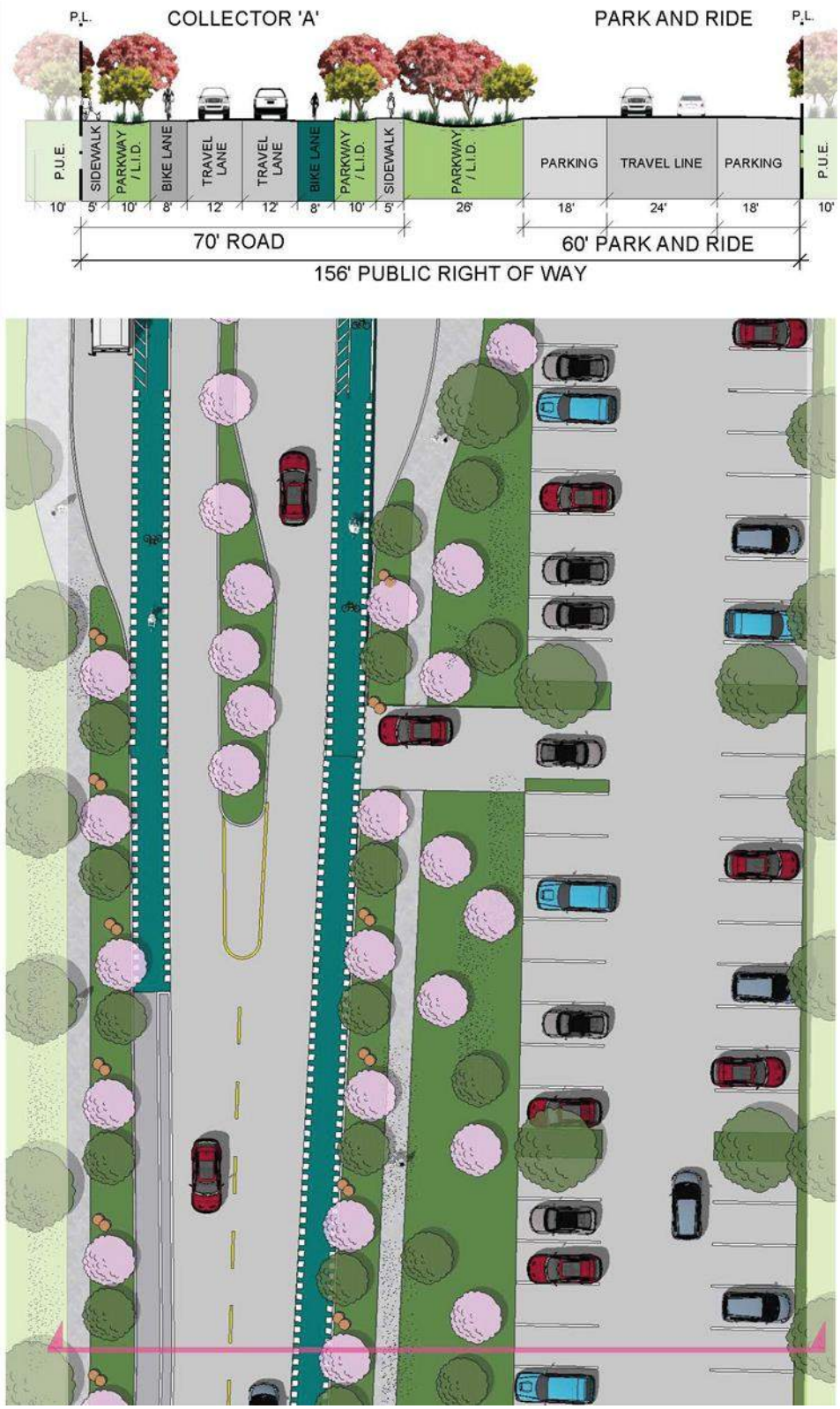
From each side of the centerline, Park and Ride: Collector 'A' roadway area includes a 12-foot travel lane, 8-foot buffered Class II bicycle lane, 9- or 10-foot parkway/LID feature, and 5- or 6-foot sidewalk. No on-street parking is provided. A flush curb with a 2-foot shoulder is provided at the parkway/LID feature on both sides of the street, unless otherwise specified by the County. Ten-foot PUE's are incorporated outside the right-of-way on both sides of the street to accommodate necessary utilities. The SCAP designates improvements along North Frontage Road as eligible for reimbursement by the County.

The Park and Ride area is comprised of a 24-foot travel lane and 18-foot parking stalls on both sides of the street centerline and will contain approximately 80 parking spaces. Flush curbs with a 2-foot shoulder are provided at the parkway/LID feature on both sides of the Park and Ride area, unless otherwise specified by the County. See *Exhibit 4-7 for Park and Ride Concept* and *Exhibit 4-8 for Park and Ride, Collector 'A'* cross section details.

Exhibit 4-7: Park and Ride Concept



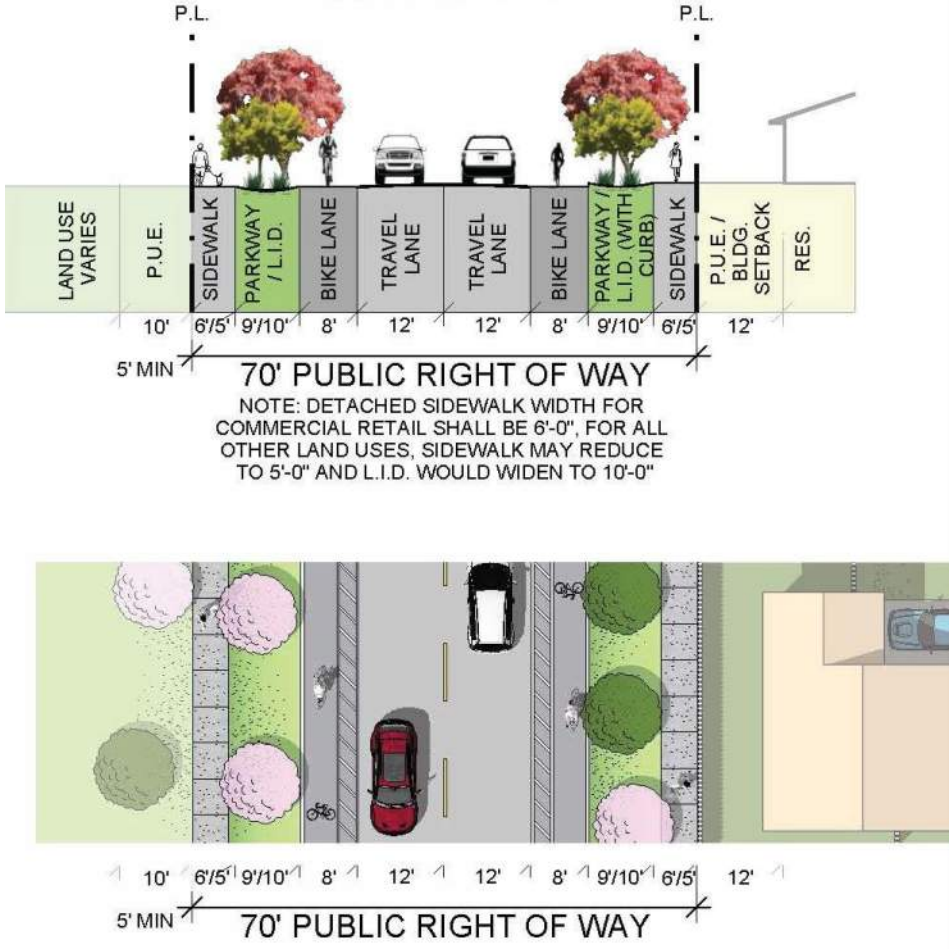
Exhibit 4-8: Park and Ride: Collector 'A'



4.3.6 *Collector 'C'*

Collector 'C' street section is designed as a 70-foot public right-of-way. From each side of the centerline, there will be a 12-foot travel lane, 8-foot buffered Class II bicycle lane, 9- or 10-foot parkway/LID feature, and 5- or 6-foot sidewalk. No on-street parking is provided. A flush curb with a 2-foot shoulder is provided at the parkway/LID feature on the south side of the street, with traditional curbs with gutters and curb cuts to allow water flow provided at the parkway/LID feature on the north side of the street and on the southern portion of the street adjacent to multi-family and commercial land uses, unless otherwise specified by the County. A 10-foot PUE is incorporated outside the right-of-way on the north side of the street to serve the adjacent, various land uses. A 5-foot PUE is incorporated outside the right-of-way on the south side of the street to provide utility access to serve the adjacent uses. See *Exhibit 4-9 for Collector 'C'* cross section details.

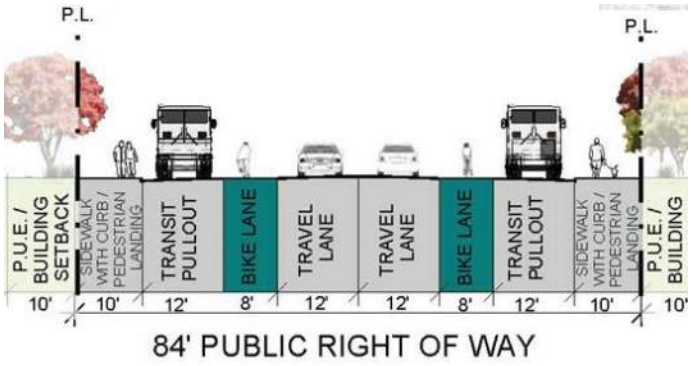
Exhibit 4-9: Collector 'C'

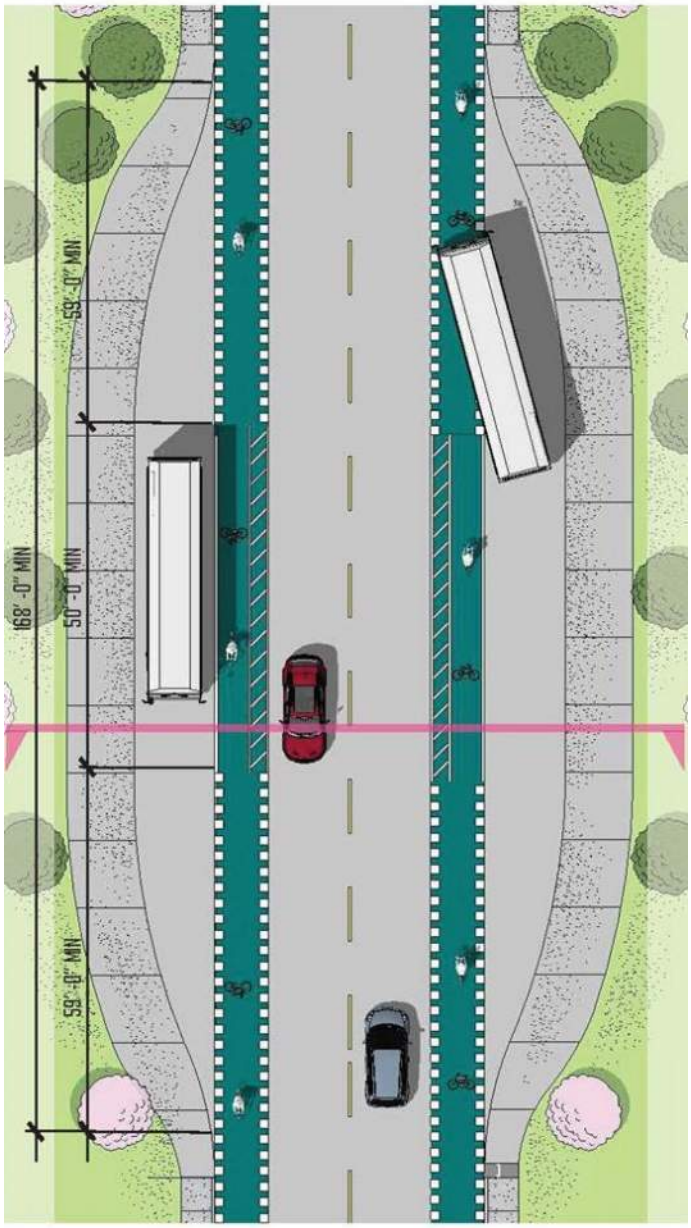


4.3.7 *Transit Stop at Collector*

Transit Stop at Collector street section is designed to accommodate a future transit stop along Collector 'A'. It is comprised of an 84-foot public right-of-way and from each side of the centerline includes a 12-foot travel lane, 8-foot buffered Class II bicycle lane, 12-foot transit pullout lane, and a 10-foot sidewalk. No on-street parking is provided. Traditional curbs with gutters with pedestrian landings are provided at the sidewalks on both sides of the street. A pre-fabricated pedestrian shelter will be provided based on County standards, as necessary. Ten-foot PUE's are incorporated outside the right-of-way on both sides of the street to accommodate necessary utilities to serve the adjacent uses. See *Exhibit 4-10 for Transit Stop at Collector* cross section details.

Exhibit 4-10: Transit Stop at Collector

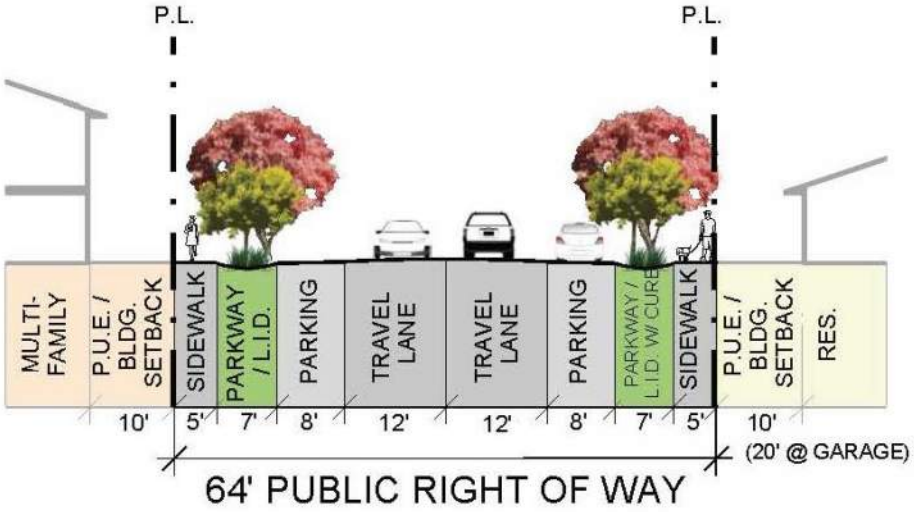


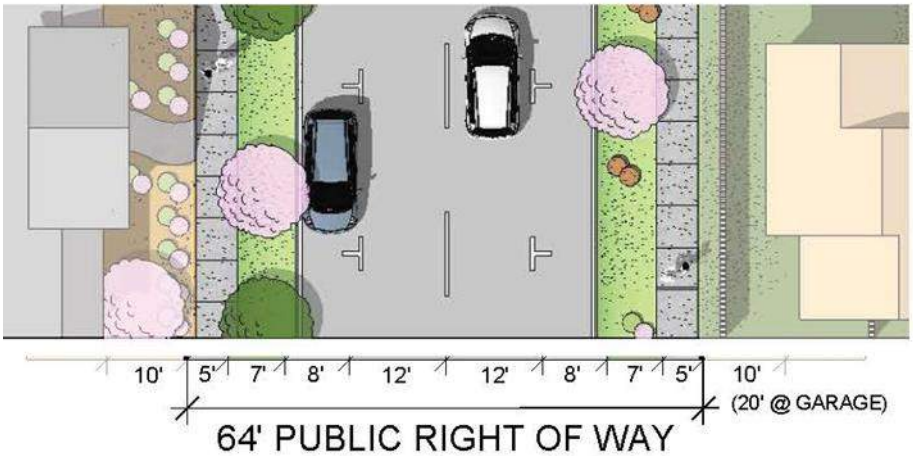


4.3.8 *Local Road 'D'*

Local Road 'D' street section is designed as a 60-foot right-of-way. From each side of the centerline, there will be a 12-foot travel lane, 8-foot parking lane, 7-foot parkway/LID feature, and a 5-foot sidewalk. On-street parking is provided. Flush curbs will separate the parking lanes from the parkway/LID feature. Ten-foot PUE's are incorporated outside the right-of-way on both sides of the street to accommodate necessary utilities to serve the adjacent uses. Class III bikeways are integrated and intended to be shared with the on-street vehicle traffic. See Exhibit 4-11 for Local Road 'D' cross section details.

Exhibit 4-11: Local Road 'D'

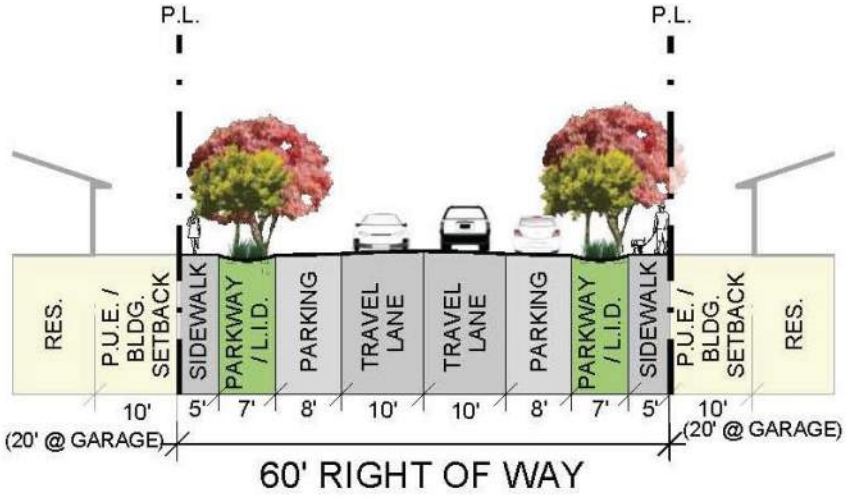


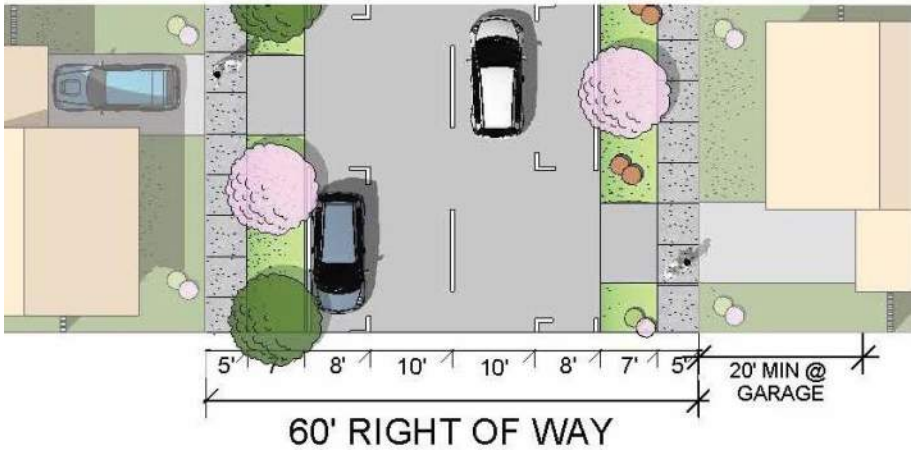


4.3.9 *Single-Family Street, Typical – Local Road*

The *Single-Family Street, Typical* Local Road, street section is designed as a 60-foot right-of-way. From each side of the centerline, there will be a 10-foot travel lane, 8-foot parking lane, 7-foot parkway/LID feature, and 5-foot sidewalk. On-street parking is provided. Rolled curbs are proposed to separate the parking lane from the parkway/LID feature and will include associated spillways and depressions to allow water flow into the parkway/LID area. Ten-foot PUE's are incorporated outside the right-of-way on both sides of the street to accommodate necessary utilities to serve the adjacent land uses. This street cross-section is found within the single-family neighborhoods including portions of Neighborhoods 3, 4, 5, 6, 7, 8, and 9. Class III bikeways are integrated and intended to be shared with the on-street vehicle traffic. See *Exhibit 4-12 for Single-Family Street, Typical* cross section details.

Exhibit 4-12: Single-Family Street, Typical

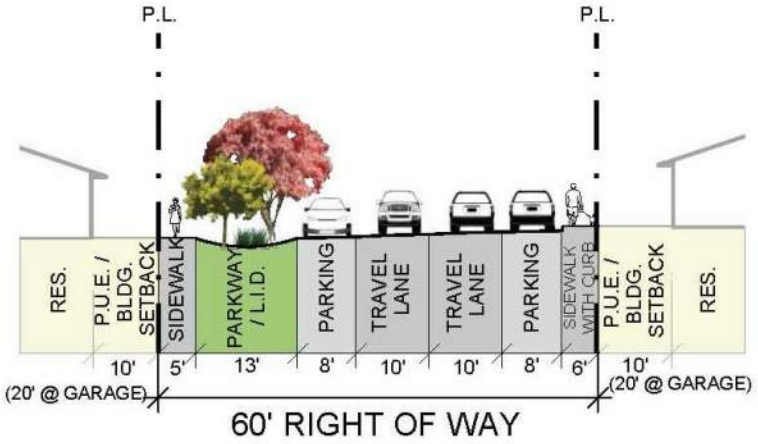


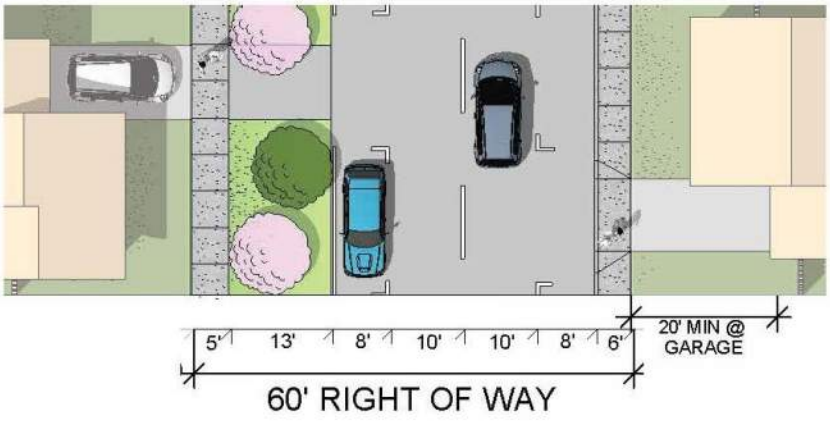


4.3.10 *Single-Family Street, Alternative – Local Road*

The ***Single-Family Street, Alternative Local Road,*** street section is designed as a 60-foot wide right-of-way. From each side of the centerline, there will be a 10-foot travel lane, an 8-foot parking lane, and a 5-foot sidewalk. The right-of-way also includes a 13-foot parkway/LID feature on one side of the street only in between the sidewalk and parking lane. On-street parking is provided. A rolled curb is provided at the parkway/LID side of the street that will include associated spillways and depressions to allow flow into the parkway/LID area, while a traditional curb with no gutter is provided on the alternative side of the street. Ten-foot PUE's are incorporated outside the right-of-way on both sides of the street to accommodate necessary utilities to serve the adjacent land uses. This street cross-section is found within the single-family neighborhoods including portions of Neighborhoods 3-9. See *Exhibit 4-13 for Single Family Street, Alternative* cross section details.

Exhibit 4-13: Single-Family Street, Alternative

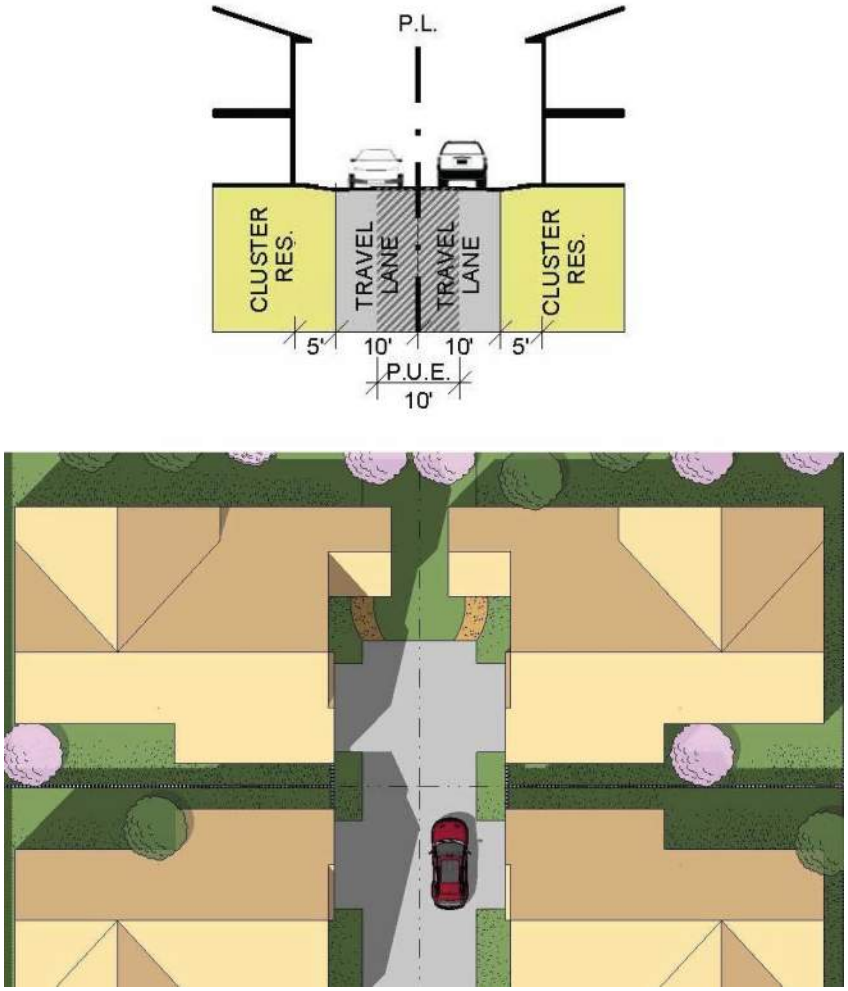




4.3.11 *Motorcourt – Private*

The Motorcourt section is designed as a 20-foot private access easement. From each side of the centerline, there will be a 10-foot travel lane providing access to residential homes with a ribbon gutter for drainage located at the centerline. No parking on the private Motorcourt is allowed, except in designated guest spaces. Traditional curbs and gutters are provided on either side, with the individual home setback 5-feet from the private access easement. Property lines of adjacent residential homes continue to the centerline of the private access easement and a 10-foot wide PUE is provided at the centerline. See *Exhibit 4-14 for Motorcourt - Private* cross section details.

Exhibit 4-14: Motorcourt - Private



4.3.12 *Access Drive – Private*

The Access Drive is designed as a 20-foot private shared driveway. The shared access drive will be gated and provide access to the existing residences located to the west of the Hetrick Avenue right-of-way. A 12-foot access drive branching off the main access drive will also be provided to service the adjacent storm water basin.

4.4 Street Cross Sections (Existing Off-Site Roads)

4.4.1 *North Frontage Road*

North Frontage Road is an existing off-site public Collector Road that runs parallel to U.S. Highway 101 just south of the DRSP area. It currently dead-ends at the adjacent property at the southeast corner of the DRSP area. The South County Circulation Study identifies the extension of this existing road to Willow Road. As part of the DRSP, North Frontage Road will be extended through the project to Willow Road. Refer to Section 4.3 for additional information regarding the North Frontage Road (Collector A) extension.

4.4.2 *Pomeroy Road*

Pomeroy Road is an existing off-site public Arterial Road that generally runs north to south and is located in the southwest corner of the DRSP area. It is currently designed with a 12-foot lane and a Class II bicycle lane of varying 5- to 7-foot width on both sides of the street centerline. To provide a better north-south road connection to Willow Road, Collector 'B' is proposed to run through the DRSP area beginning at Pomeroy Road. To enhance safety and minimize vehicle conflicts, a one-way stop is proposed at the Pomeroy Road and Collector Road B intersection. This would reroute a small portion of Pomeroy Road into the DRSP property to accommodate the necessary road geometry.

4.4.3 *Hetrick Avenue*

Hetrick Avenue is an existing off-site public Local Road that runs along a portion of the western boundary of the DRSP area. Under existing conditions, Hetrick Avenue turns sharply to the west along the western boundary and turns into Glenhaven Place, another local public road. The Nipomo Community Plan Circulation Element and South County Circulation Study identify a Hetrick Avenue extension that is currently unbuilt. It would turn sharply to the east at the current intersection with Glenhaven Place and travel through a dense oak woodland area before turning south along the rear yards of existing residential properties to the west. The DRSP does not propose to construct the Hetrick Avenue extension, in favor of introducing a functionally superior Collector 'B', which travels from Pomeroy Road through the DRSP and connects with Willow Road. Currently, Hetrick Avenue right-of-way at the southwest corner of the property near Pomeroy Road would be abandoned, re-routed, or deeded to the adjacent existing residential property owners to the west. Access for the three (3) existing residential properties to the west of Hetrick Avenue, most immediate to Pomeroy Road, would be maintained via an access drive to Collector B (see Section 4.3.12) that may include gated access. The proposed Collector B would have the necessary right-of-way width and reduce impacts to the existing neighborhoods on Hetrick Avenue. The portion of Hetrick Avenue to be used for emergency access to the DRSP area will be improved to County Public Improvement Standards.

4.4.4 *Cherokee Place*

Cherokee Place runs along the northern property line of the DRSP area, beginning at Hetrick Avenue in the west and terminating approximately +/- 575 feet from the U.S. Highway 101 right-of-way. It is currently an unpaved road that is approximately +/- 20 feet in width. Improvements along Cherokee Place are anticipated adjacent to APN's 091-301-031 and 091-301-029 along with right-of-way dedication, to be reviewed and approved by Public Works. Along the frontage of APN's 091-301-031 and 091-301-029, there will be a 20-foot-wide by 20-foot-long paved section

aligned with the existing unpaved road that lies within the northern 25-foot offer of dedication on Cherokee Place, except at the fire station. Improvements elsewhere along Cherokee Place are not provided as part of the DRSP.

4.4.5 *Cory Way*

Cory Way is an existing off-site public Local Road that terminates at the southern property line of the DRSP area. As discussed under Section 4.6 below, emergency access only is planned for where Cory Way terminates at the property, but pedestrian, bicycle, and equestrian connections will also be provided at this existing off-site road. No routine vehicle access will be allowed for this existing off-site public Local Road into the DRSP area.

4.5 Intersections and Roundabouts

4.5.1 *Intersections*

Five intersections connect the surrounding community to the DRSP area. These include Collector 'A' and Collector 'B' at Willow Road, Collector 'A' and Collector 'B' at Cherokee Place, and Collector 'B' at Pomeroy Road. Collector 'A' at Willow Road is envisioned as a new signalized three-way intersection, which is located approximately +/- 1,300 feet from the U.S. Highway 101 on-ramps. Collector 'B' at Willow Road will be a one-way stop where Collector 'B' meets Willow Road, allowing for unimpeded traffic flow along Willow Road. Both Collector 'A' and Collector 'B' at Cherokee Place are envisioned as two-way stops along Cherokee Place, allowing for unimpeded traffic flow along the DRSP Collectors. Lastly, Collector 'B' at Pomeroy Road is a one way stop intersection. As noted above in Section 4.4, a small portion of Pomeroy Road will be rerouted into the DRSP area to accommodate the necessary geometry for the new road connection. Ultimately, intersection control type will be reviewed and approved by Public Works.

4.5.2 *Roundabouts within DRSP*

There are two roundabouts located within the DRSP area. These are intended to enhance safety and reduce overall vehicle speeds. These roundabouts are located entirely within the DRSP and include Collector 'A' at the Village Commercial area, where this roadway intersects with Collector 'C.' Another is located along Collector 'B' adjacent to Neighborhoods 6 and 9, where this roadway intersects with Collector 'C' (refer to *Exhibit 2-1* in Chapter 2 and *Exhibits 4-1* and *4-2* for locations).



Roundabouts calm traffic and slow speeds in residential and commercial neighborhoods.

The integration of roundabouts within the DRSP provides organizing features for the overall circulation network. These features within the roundabouts enhance the overall aesthetic of the community and may include features such as specimen trees, accent landscaping, unique paving, lighting and/or project signage.

4.6 Emergency Access

Three emergency access points are located in the DRSP. These will ensure adequate service by fire and safety personnel in the future. Emergency access points are proposed within Neighborhood 9, adjacent to Hetrick Road, within Neighborhood 7, as a continuation of Cory Way, and between Neighborhood 3 and Neighborhood 7.

The emergency access points will be constructed with adequate width to accommodate fire/safety vehicles and be gated per CalFire/County Public Improvement Standards.

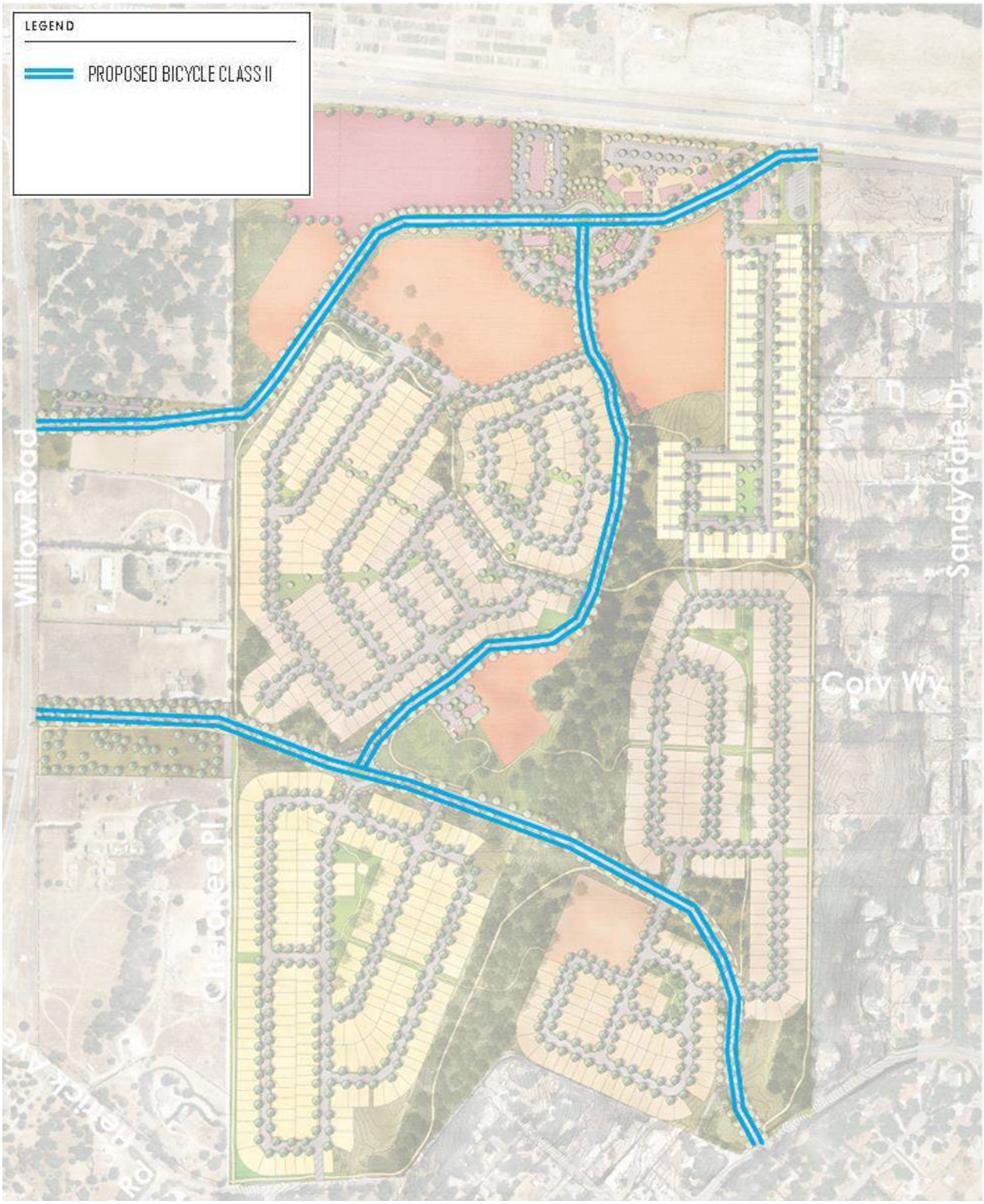
The DRSP also envisions these emergency access points be designed to include pedestrian, bicycle, and equestrian access as further discussed in Section 4.9 below, providing access to the existing community, with the exception of the emergency access point between Neighborhood 3 and Neighborhood 7, which will only have pedestrian and bicycle access.

4.7 Bicycle Network

To close existing gaps within the County's bicycle network and to promote non-motorized transit use within the DRSP area, an extensive bicycle network has been proposed in conjunction with the property's primary Collector roadway design (see *Exhibit 4-15*). As noted in the 2016 San Luis Obispo County Bikeways Plan, Class II bikeways exist on Pomeroy Road to the south and Willow Road to the north, with plans for expansion of Class II bikeway facilities along the North Frontage Road to the south.

Collector Roads 'A', 'B', and 'C' will have buffered Class II bicycle lanes within an 8-foot right of way. The design of these separated bikeways will include a 5-foot travel lane and 3-foot pavement markings (e.g., striping) to separate bicycle riders from automobile travel lanes. Additional pavement marking within bicycle-automobile conflict zones, such as at intersections or driveway entry points, will be painted green per County standards to bring greater attention to these conflict points. To ensure adequate storage of bicycles within the DRSP, bicycle racks will be incorporated as part of commercial developments as well as within the neighborhood park per County Standards.

Exhibit 4-15: Bicycle Network



4.8 Equestrian Network

To continue the long tradition and presence of equestrians within Nipomo, an equestrian trail network has been integrated as an amenity for use by future residents in the DRSP, as well as by community members. Two primary equestrian trail loops are proposed, one in the northern half of the property and the other in the southern half, both of which meet in the middle of the property, as outlined in *Exhibit 4-16: Trails Map*.

4.8.1 *Trails*

The equestrian trails are proposed to be built to the County of San Luis Obispo's Horse Trail Standards, identified in Appendix B of the Parks and Recreation Element (see *Exhibit 4-17: Equestrian Trail Standards* below). A minimum of 15 feet of right-of-way will be included to allow the trails to meander and provide for adequate landscaping and buffering/screening from adjacent properties. Where the equestrian trails travel through oak open space areas at the center of the property, the trail easement will be limited to 10-feet.

Exhibit 4-16: Trails Map

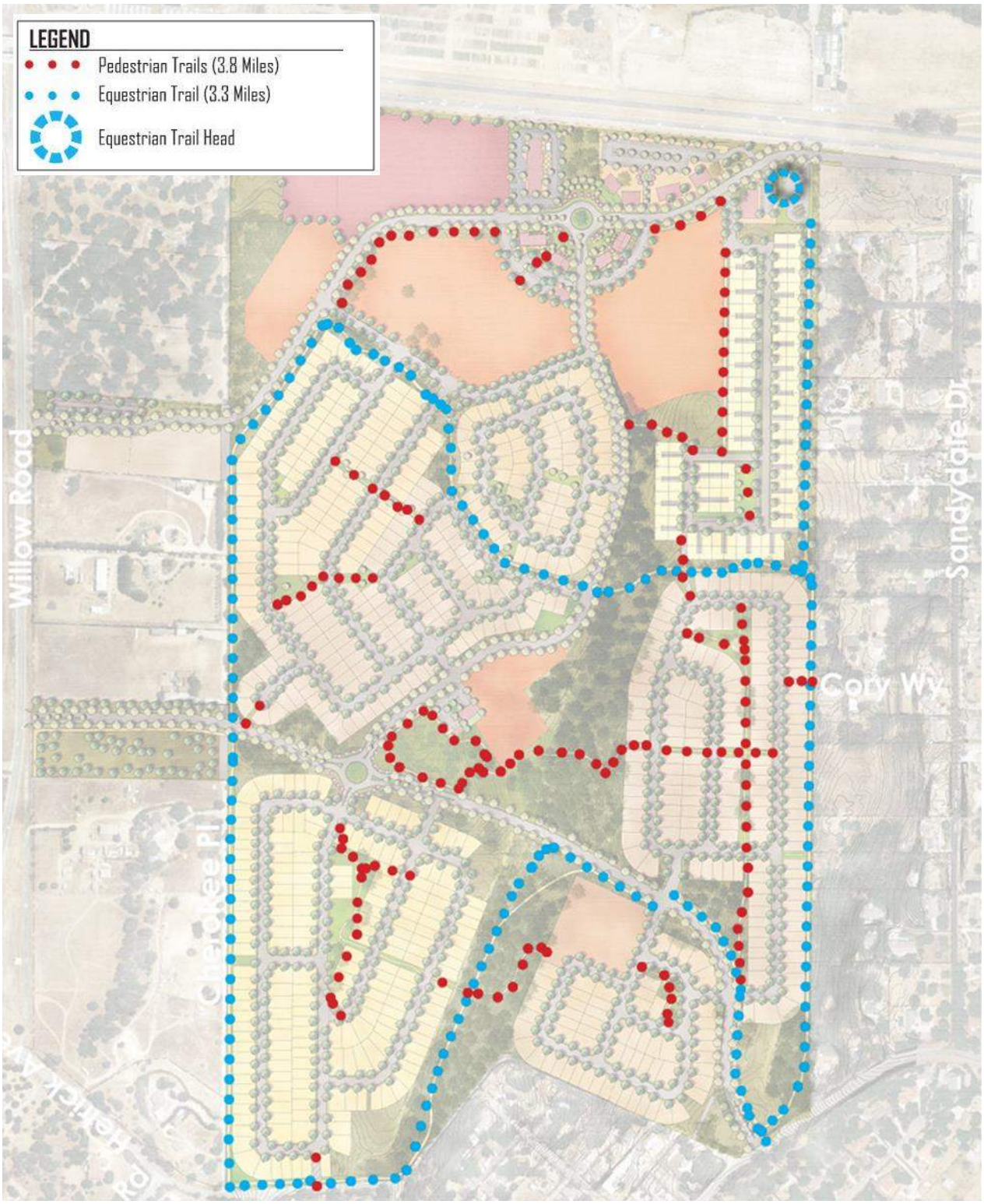
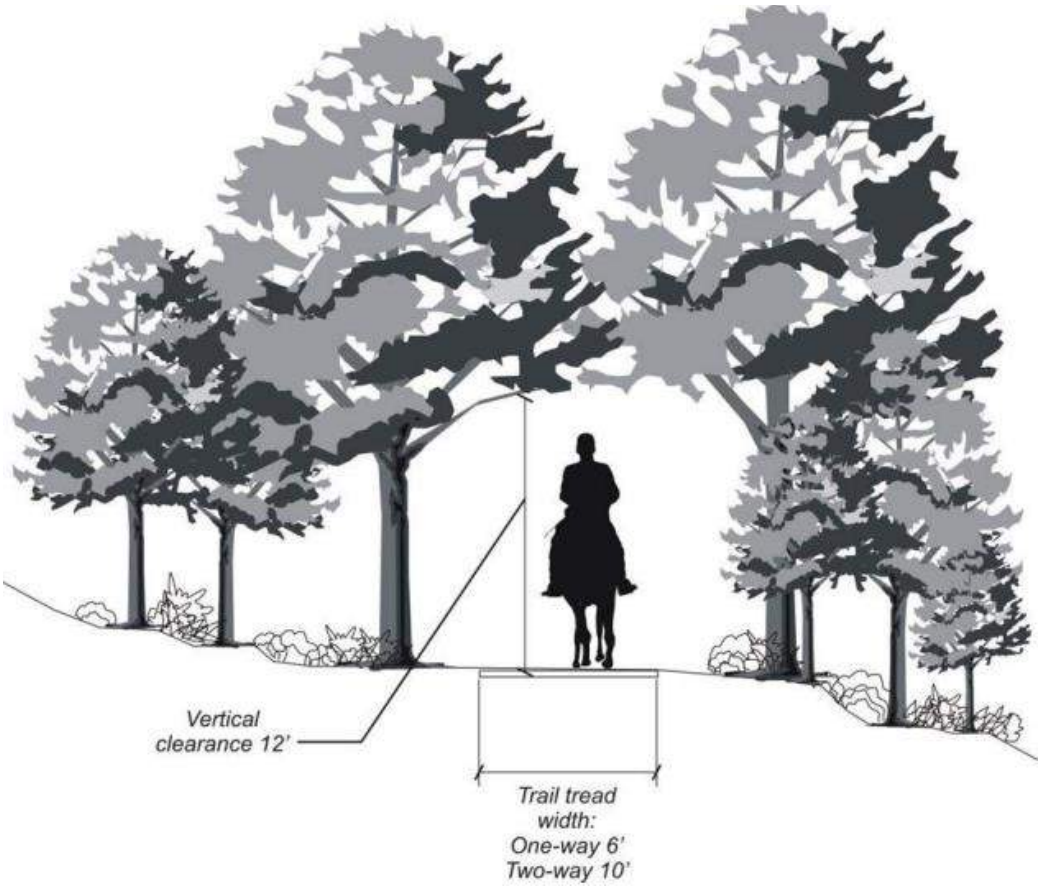


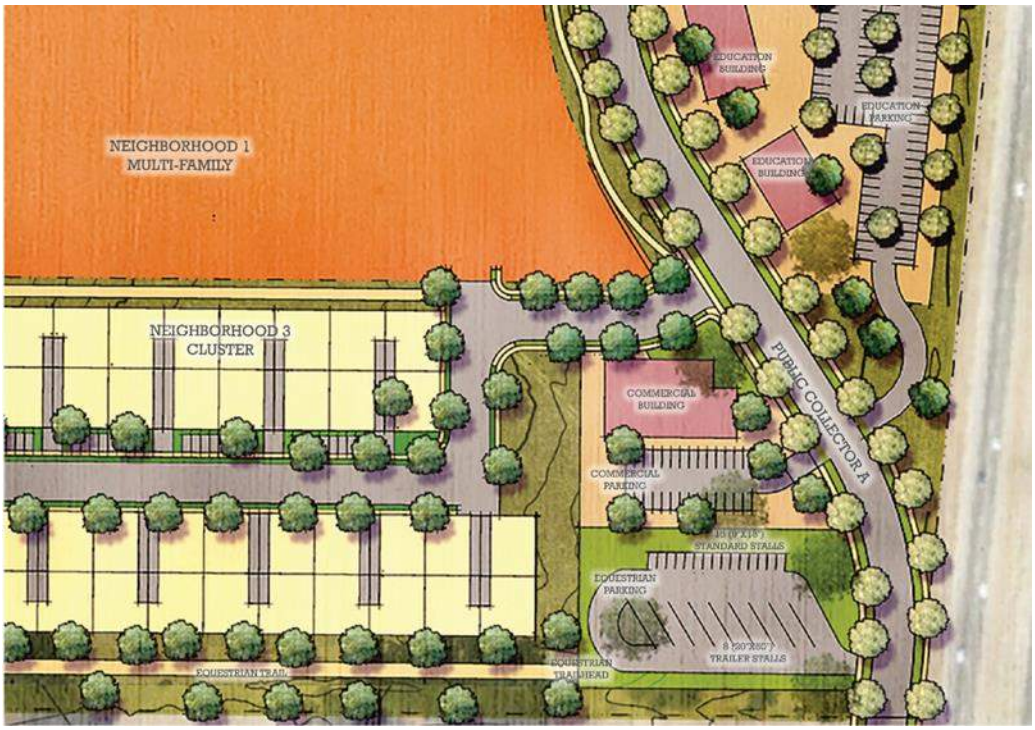
Exhibit 4-17: Equestrian Trail Standards (County of San Luis Obispo - Parks and Recreation Element, Appendix B)



4.8.2 *Trailhead*

A trailhead facility is also proposed as part of the DRSP. It is intended to accommodate equestrian users. The trailhead facility is located at the southeast corner of the DRSP area. It will be accessed from Collector A (North Frontage Road). Trailhead facilities will include parking to allow for eight (8) vehicles with trailers to pull through and park, hitching posts, information, and signage. Maintenance of equestrian trails and associated facilities are anticipated to be maintained by a Homeowners Association or local non-profit, as discussed in Chapter 3. Restroom facilities at the trailhead are anticipated as being provided as temporary rental or leased facilities provided by a Homeowners Association or local non-profit. Refer to *Exhibit 4-18: Equestrian Trailhead Concept.*

Exhibit 4-18: Equestrian Trailhead Concept



4.8.3 *Crossings*

Equestrian trail crossings occur at both Collectors 'B' and 'C' within the DRSP. Crossings will be constructed to meet the standards identified in Figure 5-3 of the U.S. Department of Agriculture – Equestrian Design Handbook, as shown in *Exhibit 4-19: Equestrian Trail Crossing*.

Exhibit 4-19: Equestrian Trail Crossing

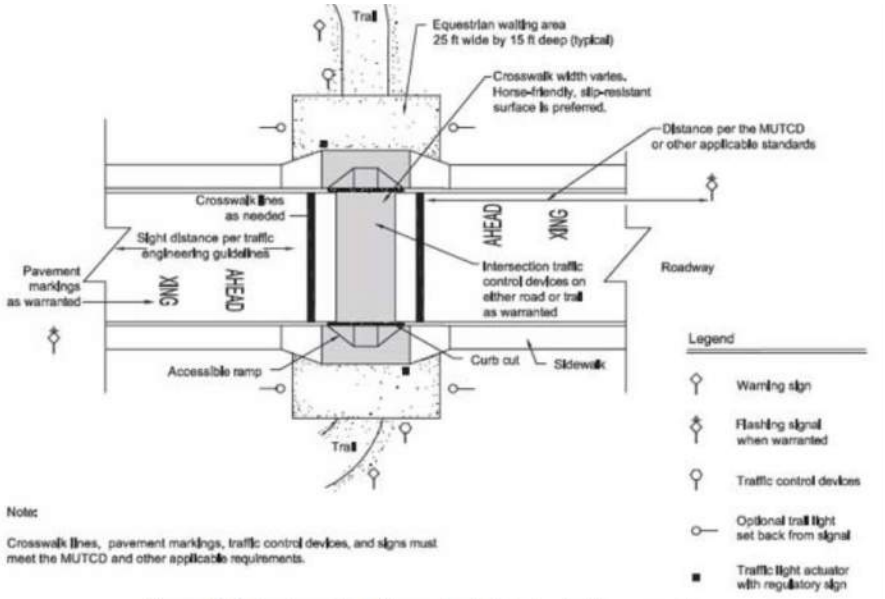


Figure 5–3—An at-grade trail crossing (with signals) for equestrians.

4.9 Pedestrian Network

4.9.1 *Sidewalks*

As illustrated in the Street Cross Section exhibits in Section 4.3, most of the streets within the DRSP area contain sidewalks on both sides of the street, except for the Private Motorcourts. Depending on their location within the DRSP area, sidewalk widths vary from 5-feet to 6-feet. In general, those sidewalks located within the commercial areas have been designed to be wider than those within the residential neighborhoods.

4.9.2 *Pedestrian Trails*

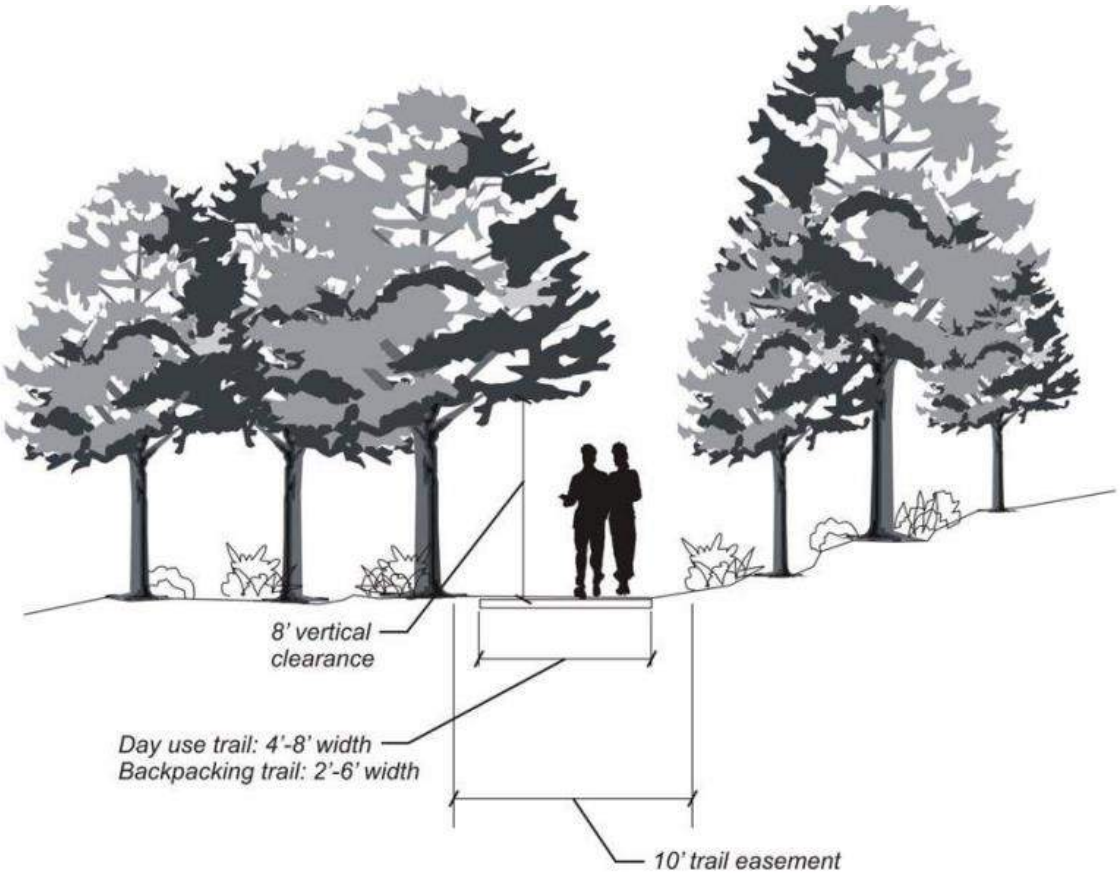
As an amenity to the future residents of the DRSP neighborhood and the existing community, an extensive off-street pedestrian trail network has been proposed. See *Exhibit 4-16* for pedestrian trail locations. The pedestrian trails have been integrated in a manner to provide both recreational opportunities as well as connect the individual neighborhoods to the commercial and job areas of the site without the need to use an automobile.

Pedestrian trails will be built to the County of San Luis Obispo's Pedestrian Trail Standards, identified in Appendix B of the Parks and Recreation Element (see *Exhibit 4-20: Pedestrian Trail Standards*). A minimum of 10-feet of right-of-way will be provided to allow the trail to meander and provide for adequate landscaping and buffering/screening from adjacent properties.



Pedestrian trail through open space concept.

Exhibit 4-20: Pedestrian Trail Standards (County of San Luis Obispo - Parks and Recreation Element, Appendix B)



4.10 Public Transit

To encourage the use of public transit to and from the DRSP area by residents, employees, and visitors, public transit hubs are proposed. These include a transit hub adjacent to the Village Commercial area, just north of the roundabout, as well as at the Park and Ride lot located along Collector A (North Frontage Road) just south of Willow Road. Transit hubs are located within the road right-of-way and the San Luis Obispo County Regional Transit Authority (RTA) and/or other regional transit providers are expected to provide service to and stops within these designated transit hub locations. See *Exhibits 4-7* and *4-10* for conceptual transit stop locations and right-of-way interface.

4.11 Streetscape

4.11.1 *Entry Feature Design*

To bring attention to and highlight entry into the DRSP area for both residents and visitors, primary and secondary entry features are proposed in various locations within the neighborhood. Primary entries will be located at the intersection of Collector 'A' and Collector 'B' at Willow Road as well as Collector 'A' at the southern end of the Village Commercial land use area. Secondary entry features are located at the one way stop intersection where Collector 'B' and Pomeroy Road intersect, at Collector 'B' and Cherokee Place, and Collector 'A' and Cherokee Place. Refer to

Exhibit 2-2a in Chapter 2 for the specific locations of both the primary and secondary entry features within the DRSP area.

Future design of the primary and secondary entry features should include:

- High-quality materials that reflect the DRSP area character; and
- A combination of the following elements:
  - Primary Entry Signage
  - Secondary Entry Signage
  - Decorative Walls
  - Specimen Trees
  - Accent Landscaping
  - Enhanced Paving (colored and/or textured)



Example of neighborhood identification signage.



Example of wayfinding/trail signage identification.

4.11.2 *Streetscape Accent Paving Design*

Enhanced accent paving is envisioned within the DRSP area at pedestrian crossings and roundabouts along Collectors 'A', 'B', and 'C'. Utilizing accent paving at pedestrian crossings and roundabouts will provide contrasting color from the adjacent roadway and enhance visibility and safety for pedestrians and vehicles. Paving design along these Collectors should consist of material and color that is complementary to the overall design aesthetic of these primary roadways. All accent paving selected should be compliant with applicable American Disabilities Act (ADA) requirements.



Example of accent paving treatment applied at the intersection.



Example of accent paving applied at parking.

4.11.3 *Landscape Design*

Landscape design throughout the DRSP area will reflect local climatic and soil conditions while reflecting the bucolic character of the community. While individual landscape palettes will vary along the streets within residential neighborhoods and within the commercial areas, common landscape areas along Collectors 'A', 'B', and 'C', and Local Road 'D' will have a consistent aesthetic to establish a baseline for the overall neighborhood character. Landscape design within parkways and medians along Collectors 'A', 'B', and 'C', and Local Road 'D' should integrate the following:

- A unified design that reflects the bucolic character and local climatic and soil conditions of the neighborhood;
- Include a variety of trees, shrubs, and groundcover;
- Ensure landscaping is drought tolerant and water-wise;
- Integrate street and parkway trees to create a street tree canopy, provide shade, and define the street edge;
- Use flowering or accent trees in key locations such as project entries, roundabouts, intersections, pedestrian crossings, and other focal points for visual emphasis.
- Utilize low maintenance, long-lived, and durable plantings and minimize the use of perennials;
- Integrate accent cobbles, boulders, and/or rock mulch; and
- Locate and place plantings to accommodate roadway safety.



Unified landscape design concept with drought-tolerant landscaping incorporated.

All landscaping within parkways and medians along Collector Roads within the DRSP area will comply with applicable federal, state, and local building, public health, safety and accessibility codes, and the California Model Water Efficient Landscape Ordinance (MWELO - AB 1881).

4.11.4 *Parkway/Low-Impact Development Design*

Biofiltration and bioretention features reflect best management practices in stormwater management by slowing and filtering stormwater runoff. These systems are often utilized to manage runoff associated with streets, parking areas, and other hardscaped areas. These can be integrated into parkway design along streets and/or in other landscaped areas. Typically, these systems are planted with vegetation that is tolerant of heavy watering and alternatively, drought conditions.

The DRSP has incorporated an extensive network of bioretention features to further sustainable stormwater practices and maximize retention/recharge opportunities on-site. Within the DRSP area, except for the Private Motorcourts, all streets are proposed to contain parkway low-impact development (LID) areas within the street right-of-way to capture and treat runoff from impervious roadway areas.

To enhance the character of the overall DRSP area, parkway/LID features should consist of a landscape palette tolerant of heavy watering winter conditions as well as drier, drought-like conditions. The landscape palette should consist of a blend of trees, shrubs, and groundcover, as well as decorative rocks and boulders placed intermittently for both aesthetic and functional qualities within the parkway area. Where standard curbs are proposed adjacent to parkway/LID features, curb cuts should be provided intermittently to allow for sheet flow of water off the roadways and into the parkway/LID areas.





Parkway medians provide opportunities for decentralized biofiltration and retention.

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5 Infrastructure and Phasing

5.1 Introduction

This Chapter describes the major backbone infrastructure and utilities required to support development of the Dana Reserve Specific Plan (DRSP) area. Public utilities include potable water system, wastewater system, stormwater facilities and other utilities such as natural gas, electrical, telecommunications, fiber, and cable/data service. Additionally, future developers in the DRSP area will pay NCSD water and wastewater development impact fees.

5.2 Water

Potable water for the DRSP area will be supplied by NCSD. Table 5.1 on the following page summarizes the water use factors and demand calculations for the anticipated land uses in the DRSP. The total demand is estimated at 376.11 acre-feet per year (AFY), with the total demand plus a 10% contingency estimated at 413.72 AFY. An estimated 72.84 acre-feet of the total 376.11 acre-feet would be used for commercial development, daycare, public safety and landscaped common areas. The NCSD has reviewed water demands for the DRSP area and determined that there is an adequate and reliable water supply for buildout of the DRSP area.

As shown in Exhibit 5-1, the water system for the DRSP area is proposed to be comprised of a 12" main line extension from the stub in North Frontage Road, at the southeast corner of the property, to Willow Road and will also include an internally looped system of 8" public water main line, which will provide fire suppression to the development areas. These will be routed within the public roads. The main trunk lines will be owned and operated by NCSD. The private main line system for the commercial areas will be protected at each connection point to the public system with a double detector check assembly.

Domestic water services for each development area are proposed to utilize County and NCSD standard water services and meters. Service connections will connect to the above referenced 8" domestic main lines. Waterlines are proposed to be routed within streets or easements. Fire hydrants will be located adjacent to roadways and spacing will be no greater than 500 feet, except on dead end streets it shall be no more than 400 feet. The maximum distance from any point on the street frontage to a hydrant shall be 250 feet. For commercial or light industrial areas, the maximum spacing will be no greater than 250 feet or less, as required by the Fire Official. Hydrants or tie-ins for future hydrants may be required by the fire official and shall typically limit the distance from any point on the exterior of any building to 150 feet.

As shown in Exhibit 5-2 below, the DRSP will install recycled water lines to make the project "recycled water" ready. If NCSD is able to provide recycled water to the DRSP, recycled water will be utilized for landscaping within the village and flex commercial area, public recreation, neighborhood parks, and streetscape and parkway areas. Irrigation for these identified areas will be converted from potable water to recycled water at that time.

5.2.1 *Operations and Maintenance*

The ongoing operation of water mains, infrastructure and associated appurtenances serving the DRSP area will be owned and maintained by NCSD.

Table 5.1: DRSP Water Use Factor and Demand

Land Use Category	*# of Units or Acres*	*Water Use Factor[3] (af/yr)*	*Potable Water Demand(af/yr)*	*Daily Demand[2] (gpd)*
Residential				
Apartments/ Condominiums	173 units	0.13 af/yr/unit	22.14	
Townhomes	210 units	0.14 af/yr/unit	30.24	
Cluster	124 units	0.21 af/yr/unit	25.79	
4,000-5,999 SF	447 units	0.21 af/yr/unit	92.98	
6,000-10,000+ SF	260 units	0.34 af/yr/unit	87.36	
Affordable	156 units	0.14 af/yr/unit	22.46	
ADU's	152 units	0.14 af/yr/unit	21.28	
		Subtotal:	*302.25*	*269,831*
Commercial[1]				
Village Commercial	4.4 ac	0.136 af/yr/1,000 sf	8.69	
Flex Commercial[6]	17.56 ac	0.136 af/yr/1,000 sf	34.67	
		Subtotal:	*43.36*	*38,709*
Recreation - Daycare[1]				
Recreation – Daycare Facility	0.45 ac	0.136 af/yr/1,000 sf	0.89	
		Subtotal:	*0.89*	*795*
Public Safety				
Fire Station	2.15 ac	0.136 af/yr/1,000 sf	1.63	
		Subtotal:	*1.63*	*1,455*
Landscape				
Village and Flex Commercial Areas and Recreation – Daycare Facility[4]	7.46 ac	1.0 af/yr/ac	7.46	
Recreation – Passive Neighborhood Park	1.0 ac	1.0 af/yr/ac	1.0	
Pocket Parks	12.0 ac	1.0 af/yr/ac	12.0	
Streetscape/Parkways	6.5 ac	1.0 af/yr/ac	6.50	
		Subtotal:	*26.96*	*24,068*
		Project Total[5]:	*376.11 af/yr*	*335,769 gpd*
		Project Total (with 10% contingency[5]:	*413.72 af/yr*	*369,345 gpd*

Notes:
[1] Assumes 0.15 gpd/sf and 33% useable site area for buildings.
[2] Conversion factor: 1 af/yr equals 892.742 gpd.
[3] Water usage factors used in the table above are derived from the following sources: 2016 NCSD Urban Water Management Plan (UWMP), The City of Santa Barbara and the County of SLO were used if there wasn't a direct water usage factor listed in the 2016 UWMP for each land use category. The water demand usage factors have been reduced by the mandated 20% as described in the 2016 UWMP.
[4] Assumes 33% of total commercial and daycare acreage is available for landscape.
[5] Includes potential Public Safety Facility Water Demand - 1.06 acre lot: 1.02 AF/Year/1000 sf (Institutional Land Use Category) = 1.02 ac-ft/year (Project Total) / 1.12 ac-ft/year (Project Total (with 10% contingency)).
[6] Does not include 0.34 acre access easement as shown on the Vesting Tentative Map.

Exhibit 5-1: Proposed Water Backbone Infrastructure

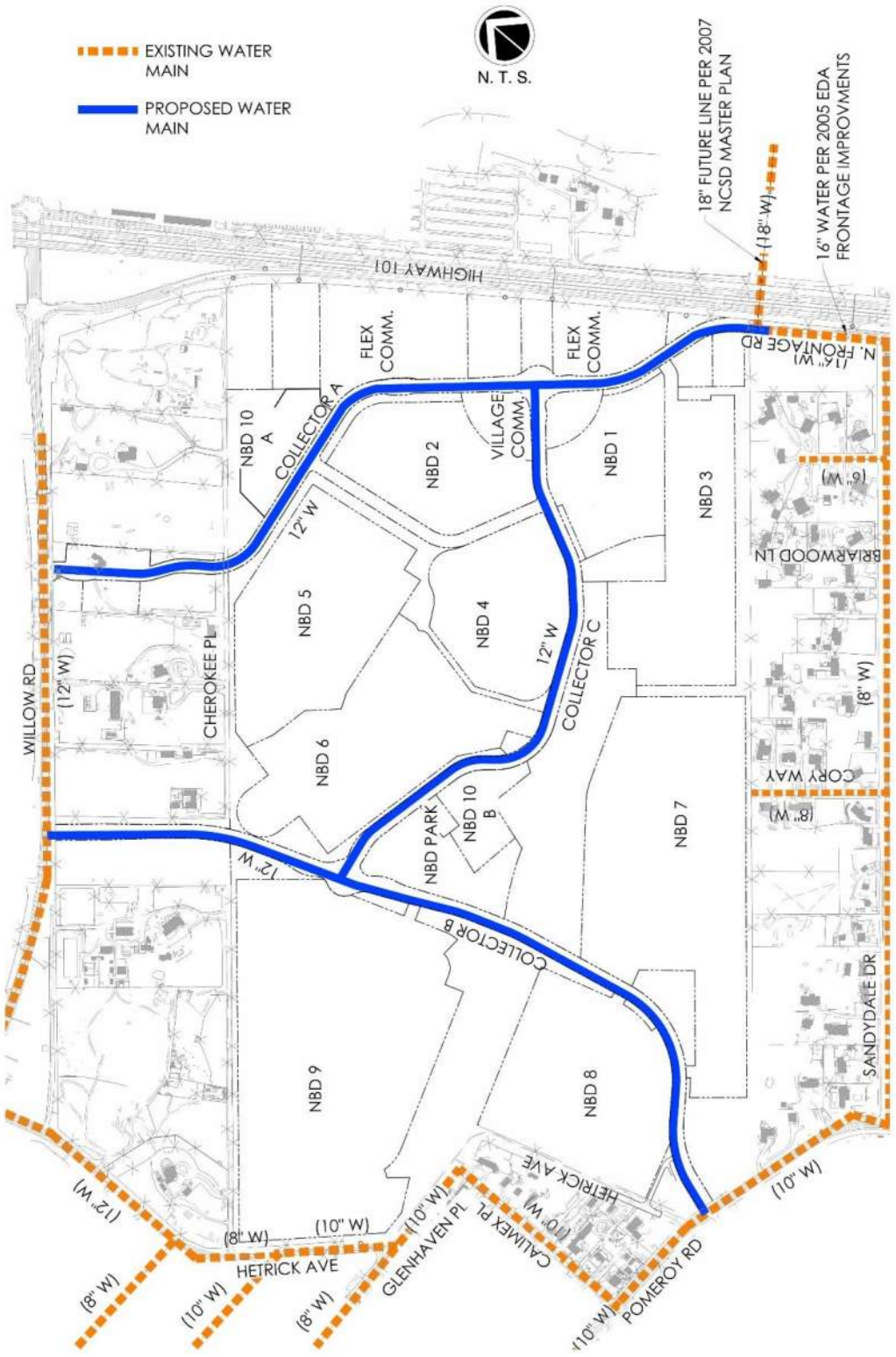
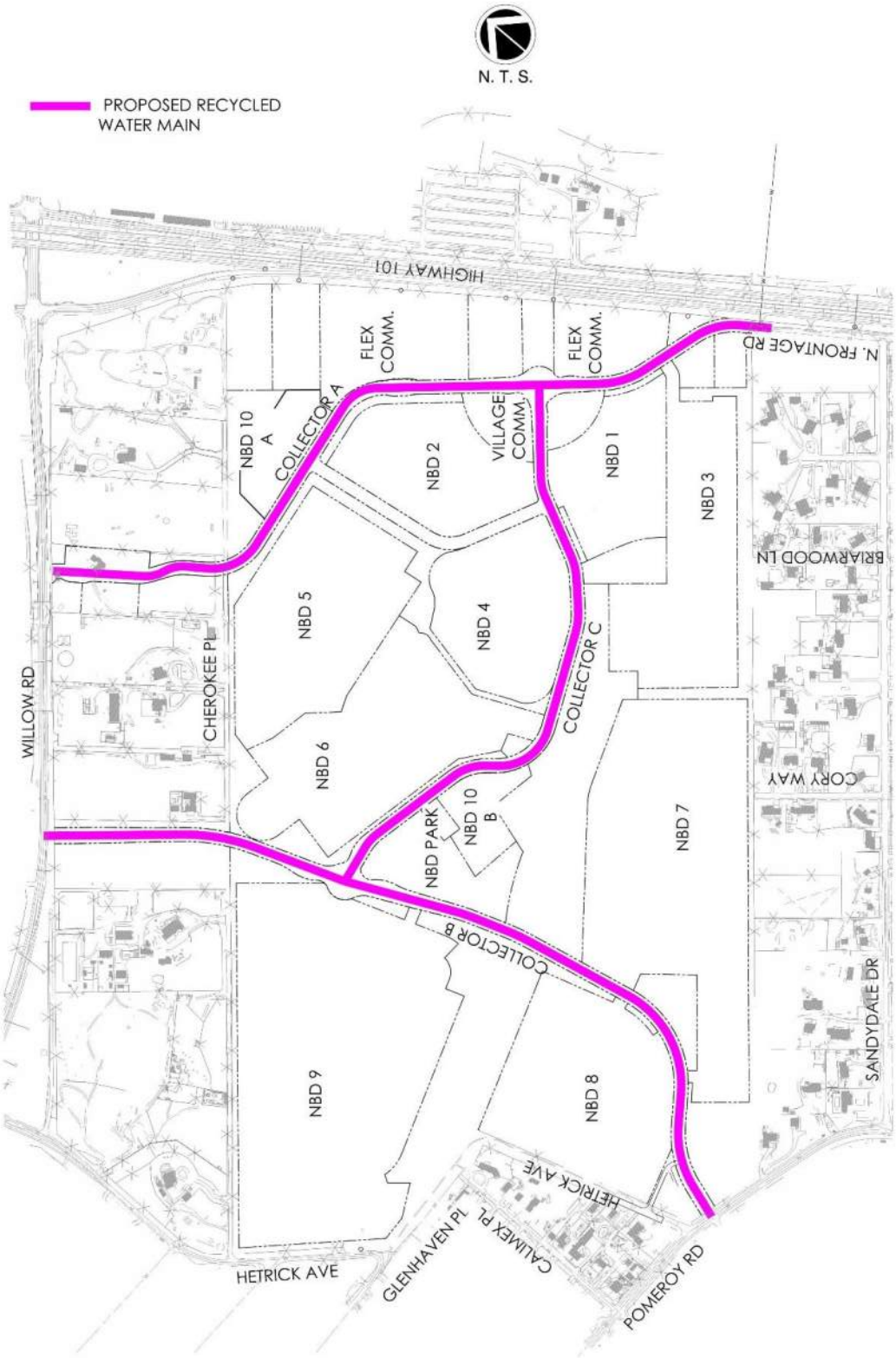


Exhibit 5-2: Recycled Water Infrastructure



5.3 Wastewater

Wastewater generated within the DRSP area will be conveyed to the existing NCSD infrastructure within North Frontage Road. The project will require an extension of the existing 12" gravity line within North Frontage Road to provide sewer to the proposed development areas. The wastewater collected from this development will be conveyed to the Southland Wastewater Treatment plant located south of the project site along U.S. Highway 101 on Old Windmill Place. See Exhibit 5-3 for proposed sewer service lines in the DRSP area. The main trunk lines will be owned and operated by NCSD. Buildout of the development would generate an estimated 266.95 acre-feet of wastewater per year based on average flow rates (see Table 5.2). For potential peak water flows, a calculation of 667.38 acre-feet is projected, based on a County peaking factor of 2.5.

There are (3) proposed sewer lift stations that will be located on separate dedicated lots. Two of the lift stations will be on the west side towards Hetrick Avenue and Pomeroy Road within the DRSP area and the third will be in the southeast corner of the site. All of them will be owned/operated by NCSD. The force main lines and connections back to the gravity sewer backbone will coincide with the neighborhood developments.

5.3.1 *Phasing*

The anticipated phasing for the proposed improvements would consist of connecting to the sewer mainline that is currently approved by the County to be installed with the widening of the Frontage Road. Phasing of the wastewater backbone infrastructure should generally follow the phasing demonstrated in Exhibit 5-6.

5.3.2 *Operation and Maintenance*

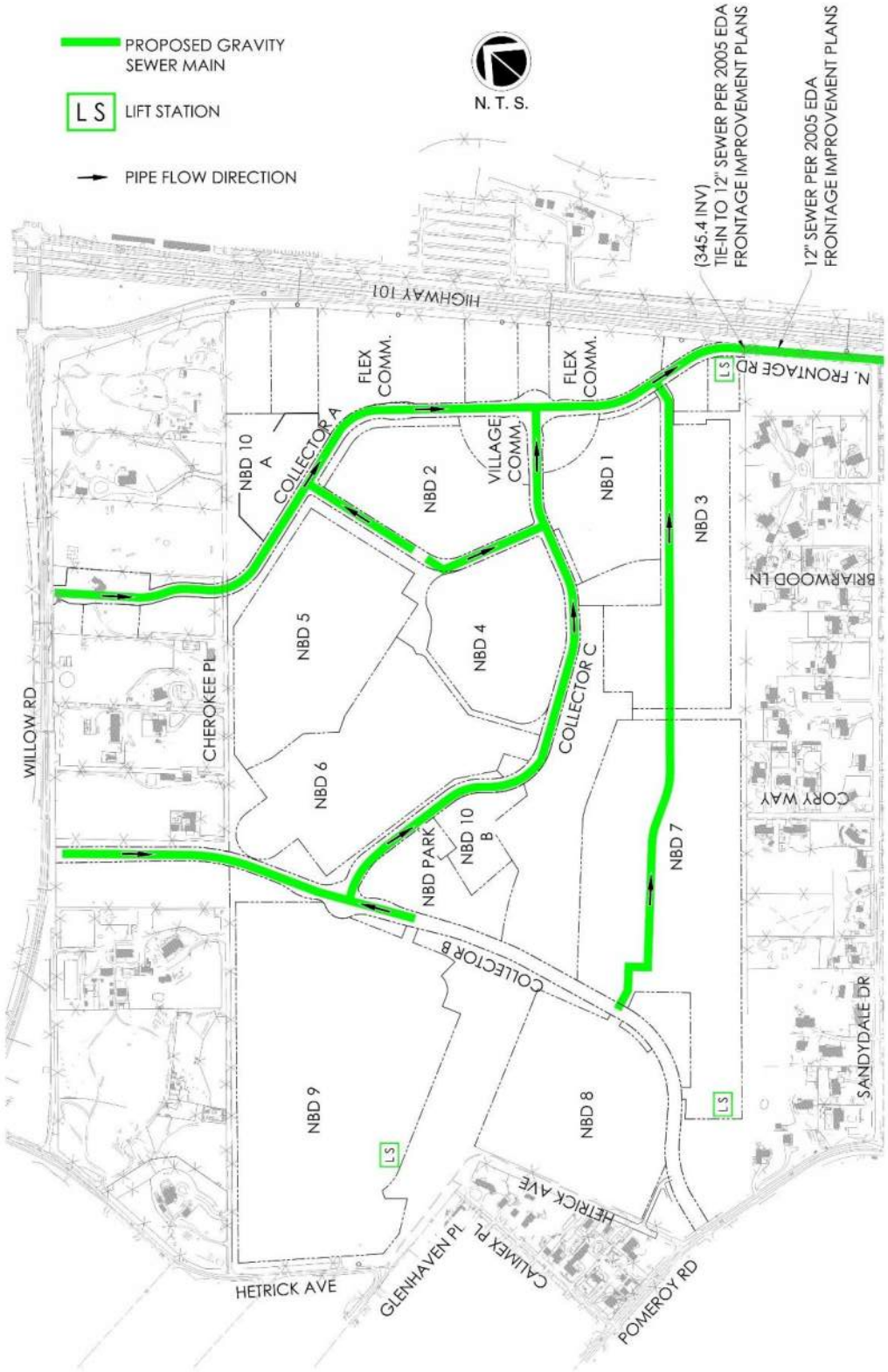
The ongoing operation of gravity sewer mains, manholes, lift stations, force mains, infrastructure and associated appurtenances serving the DRSP area will be maintained by NCSD.

Table 5.2: DRSP Wastewater Generation

Land Use Category	*# of Units or Acres*	*Wastewater Generation Factor[3,4] (GPD)*	*Annual Demand (af/yr)*	*Daily Demand[2] (gpd)*
Residential				
Apartments/ Condominiums	173 units	103/unit	19.93	
Townhomes	210 units	116/unit	27.21	
Cluster	124 units	167/unit	23.21	
4,000-5,999 SF	447 units	130/unit	65.08	
6,000-10,000+ SF	260 units	180/unit	52.41	
Affordable	156 units	116/unit	20.22	
ADU's	152 units	116/unit	19.75	
		Subtotal:	*227.81*	*203,376*
Commercial[1]				
Village Commercial	4.4 ac	100/k-sf	7.16	
Flex Commercial[6]	17.56 ac	100/k-sf	28.56	
		Subtotal:	*35.72*	*31,889*
Recreation - Daycare[1]				
Recreation – Daycare Facility	0.45 ac	100/k-sf	*0.73*	
		Subtotal:	*0.73*	*648*
Public Safety				
Fire Station	2.15 ac	100/k-sf	1.34	
		Subtotal:	*1.34*	*1,196*
Landscape				
Recreation – Passive Neighborhood Park	1.0 ac	0.50 af-ft/ yr-acre	0.50	
Pocket Parks	12.0 ac	-	-	
Streetscape/ Parkways	6.5 ac	-	-	
		Subtotal:	*0.50*	*446*
		Project Total Average Flow[5]:	*266.95 af/yr*	*238,318 gpd*
		Project Peak Flow (assumes 2.5 Peaking Factor)[5]:	*667.38 af/yr*	*595,798 gpd*

Notes:
[1] Assumes 33% useable site area for buildings.
[2] Conversion factor: 1 af/yr equals 892.742 gpd.
[3] Wastewater flow generation factors for single family are a percentage of average water demand: 60% for 6,000+, 70% for 4,000-6,000, 90% for all others.
[4] Wastewater flow generation factors for commercial: City of San Luis Obispo, Infrastructure Renewal Strategy (Dec. 2015)
[5] Includes potential Public Safety Facility Wastewater Flow – 1.06 acre lot = 0.85 ac-ft/yr (Project Total) / 2.13 ac-ft/yr (Project Peak Flow (assumes 2.5 Peaking Factor)).
[6] Does not include 0.34 acre access easement as shown on the Vesting Tentative Map.

Exhibit 5-3: Proposed Sewer Backbone Infrastructure



5.4 Drainage and Storm Water Facilities

5.4.1 Existing Conditions

Per the USDA NRCS Web Soil Survey, the hydrologic soil group for the development area is listed as Type A Soils, Oceano Sand. Per the geotechnical feasibility report prepared by Earth Systems Pacific dated September 2017, the site is well drained and there are high infiltration rates across the site.

Most of the existing terrain across the property is gradually sloped between 2% - 10% with localized mounds and some rolling hills. The average existing slope for the entire property is 5%. Localized low spots and depressions occur throughout the site. An existing hillside, or ridge, that runs from the Hetrick Avenue and the Glenhaven Place intersection to the southeast varies between 10% - 25% slope. Another localized ridge runs north-south from Willow Road to the north and Sandydale Drive to the south.

These localized ridges divide the project into (3) general watershed areas, see in Exhibit 5-4:

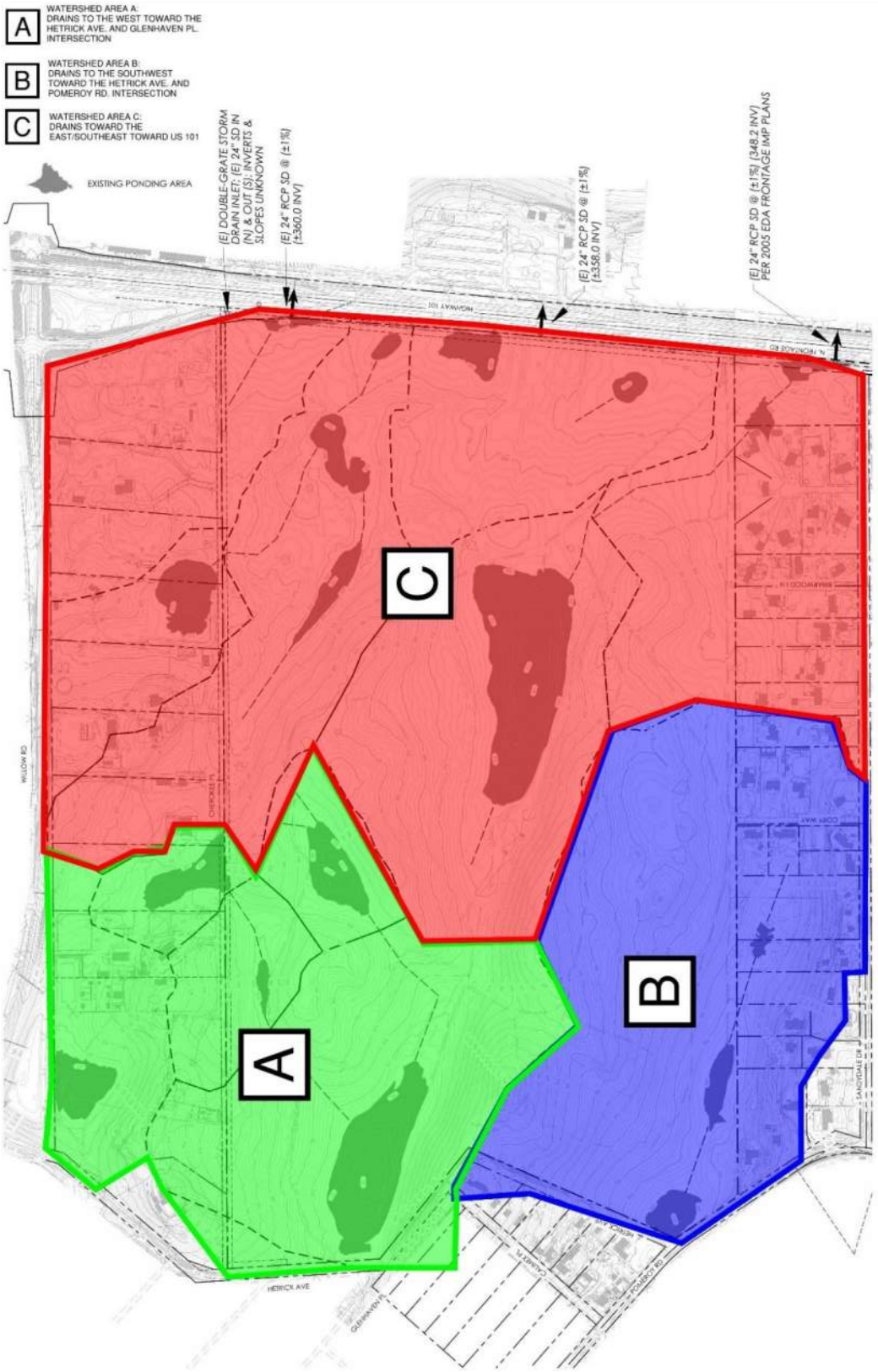
- *Watershed Area A*: the northwest portion of the project drains to the west towards the Hetrick Avenue and Glenhaven Place intersection.
- *Watershed Area B*: the southwest portion of the project drains to the southwest towards the Hetrick Avenue and Pomeroy Road intersection.
- *Watershed Area C*: the east portion of the project drains towards the east/southeast towards U.S. Highway 101.

Some existing off-site areas drain towards and onto the DRSP property as run-on. The associated flows from these areas will be collected in swales and/or storm drain culverts along the perimeter of the DRSP area, conveyed around the proposed neighborhoods and considered as bypass during the development of the project improvements. Drainage should be conveyed in a non-erosive manner so as not to cause damage to downstream properties.

The existing drainage along the east side of U.S. Highway 101 and Nipomo Creek is intended to remain in its current condition with no upgrades, since the County requires all post developed flows to be equal to or less than pre-developed peak flows. This will reduce the amount of anticipated flows that the existing channel will receive during the larger storm events, therefore the channel should not need to be improved from its current state.

See Exhibit 5-4 for the existing topography, localized low spots and depressions, drainage management area (DMA) watersheds and existing storm drain culverts.

Exhibit 5-4: Existing Drainage Watershed Areas



5.4.2 Proposed Construction and Post-Construction Conditions

The DRSP area post-developed conditions will mimic pre-developed conditions to the greatest extent practicable. Runoff from the identified watershed areas, or drainage management area (DMA), will be directed in the same general direction as the existing site conditions. Proposed storm drain facilities will be designed to meet both the County of San Luis Obispo traditional flooding requirements as well as the Central Coast Regional Water Quality Control Board post-construction stormwater requirements.

Proposed backbone road sections, identified as Collectors A, B, and C, include roadside low-impact development (LID) areas to treat and mitigate runoff from roadway impervious areas. Two curb types have been proposed along these backbone Collector Roads to allow for runoff to sheet flow into roadside LID areas. Curb types will either be flush curbs, or mow curbs, that allow runoff to sheet flow into the LID areas or traditional concrete curb and gutters that will collect and convey runoff to curb cuts to the LID areas. Perforated storm drain culverts may be added as underdrains as necessary. Inlets and/or catch basins will be integrated for larger storm event overflow. Storm drain inlets/culverts will be added and spaced appropriately to collect and convey large storm event overflow runoff towards proposed, downstream basins.



Examples of parkway/LID and curb cuts applications allowing for water infiltration.

Each development area will also design and incorporate its own stormwater mitigation measures within the individual DRSP neighborhoods and commercial areas. Stormwater mitigation measures examples are found in Appendix A – Design Guidelines. Neighborhood and internal road sections have been designed to also include roadside LID areas to treat and mitigate runoff. Inlets and/or catch basins will also be integrated within these areas for larger storm event overflow. Storm drain inlets/ culverts will be added and spaced appropriately to collect and convey large storm event overflow runoff towards proposed, downstream basins.

As shown in Exhibit 5-5, four (4) decentralized, eight-foot maximum ponded depth stormwater basins are proposed at the northeast, southwest, and west/northwest corners of the DRSP area. In addition, multiple, shallow, 2-foot maximum ponded depth (includes freeboard as shown on County of San Luis Obispo Detail D-1A) stormwater basins are proposed throughout the eastern half of the project. All stormwater basins will be designed to meet the County of San Luis Obispo Public Improvement standards. Each sub-system of basins will be sized to accommodate the remaining

runoff produced by the additional impervious areas within each respective DMA and neighborhood development. Storm drain inlets/culverts will also be added to connect sub-systems of basins where appropriate. Overflow structures, culverts, weirs, or other devices will be added and sized to meet discharge flows for both the County of San Luis Obispo requirements as well as the Central Coast Regional Water Quality Control Board post-construction stormwater requirements.

5.4.3 Stormwater Mitigation

Proposed stormwater mitigation will be designed so post-developed peak run-off flows are equal to or less than pre-development peak flows. The design intent is to not increase peak flows that ultimately go to the three (3) existing 24-inch reinforced concrete storm drain culverts that travel underneath U.S. Highway 101.

Storm water runoff quality will be addressed for both construction and post-construction phases of the DRSP. Temporary sediment control during construction will be implemented during construction and a Stormwater Pollution Prevention Plan (SWPPP) will be prepared for each grading project over one (1) acre in area of ground disturbance in accordance the State Water Resources Control Board (SWRCB) requirements. Construction phase impacts will be addressed by the implementation of Best Management Practices (BMPs). Operations and maintenance will be carried out by the developer's contractor during construction and will be responsible for implementing BMPs established in the County Code.

See Exhibit 5-5 for the master site plan overlaid with backbone storm drain trunk lines and proposed deep and shallow basin locations.

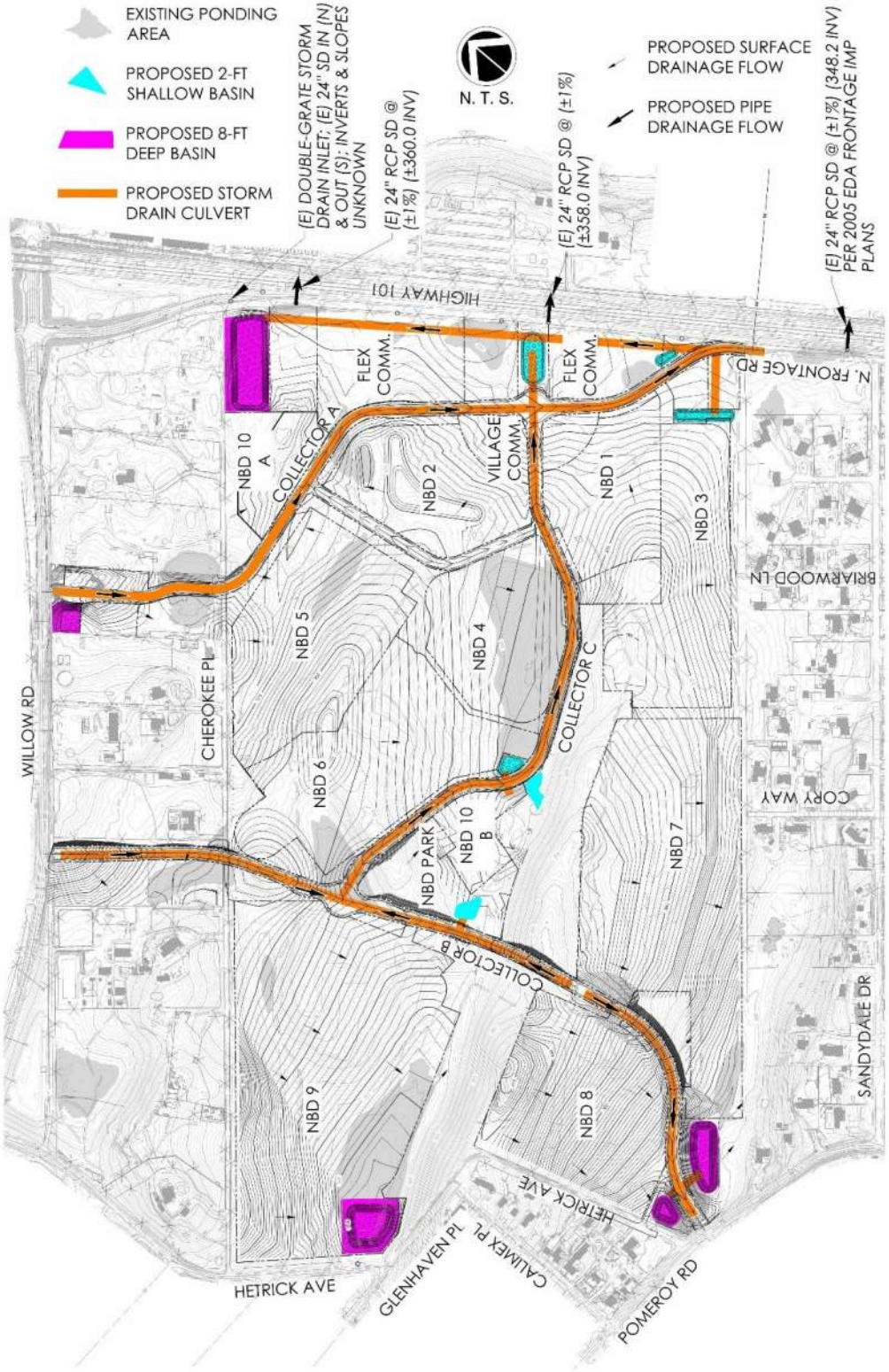
5.4.4 Operations and Maintenance

The operations and maintenance for all drainage and stormwater facilities outside County maintained roadways beyond curb face will be conducted by the Homeowners Association or special district and the agreement will follow the county's private stormwater system operation and maintenance template SWP- 2002c.



Example of stormwater basin.

Exhibit 5-5: Proposed Drainage Conditions



5.5 Grading

The initial rough grading of the site will occur as a single operation to establish the preliminary grades for all developed areas of the site. The final and finished grading of the DRSP area is anticipated to occur in several phases, with grading occurring in sequential construction. The timing, approval, and process of rough grading will comply with Section 2.1.3 of the County's 2019 Public Improvement Standards. The property will first be graded to support the installation of backbone road and utility infrastructure. The backbone roads subgrade will be prepared to allow circulation and construction access to the DRSP area. The adjacent commercial and multi-family designated land use areas as well as the residential neighborhood areas will be graded as necessary with the backbone roads effort in order to balance earthwork operations on-site to the greatest extent practicable. Prior to the commencement of grading operations, areas on-site that contain existing vegetation, oak trees, and/or other sensitive areas that are to remain as part of the development will be delineated with flags and/or protection fencing to ensure they are clearly identifiable.

Proposed stormwater basins in their respective areas of the property will be rough graded to create the basin shape, bottom, and top bench. Relatively flat sloped areas will be created for each adjacent commercial and multi-family areas as well as in the residential neighborhoods in order to direct storm water runoff to these proposed basins. As part of the subdivision plans, a comprehensive drainage plan should be prepared to demonstrate storm water runoff is conveyed in a non-erosive manner in accordance with County Public Improvement standards.

The owner, project team, contractors, and Qualified SWPPP Practitioner (QSP) for the property will determine the frequency and location of temporary measures. Grading-associated components will be temporary in nature and would be maintained until the permanent improvements are constructed.

5.5.1 Maintenance

Maintenance measures during grading activities will be subject to County standards and established Best Management Practices per County Code. Additionally, stockpile maintenance and storage will adhere to the County Code.

5.5.2 Retaining Walls

As determined by the County Code, retaining walls are exempt from a grading permit if deemed applicable to qualify for an exemption. Otherwise, retaining wall heights and setbacks will be subject to the standards set forth in the County Building Code.

5.6 Dry Utilities

The applicant or their appropriate representative shall provide a will-serve letter from the power and telephone providers for the DRSP area, including the following dry utilities: telecommunications, cable/data service, electric, and natural gas, as further described below. All dry utilities will be undergrounded.

5.6.1 *Telecommunications/Fiber*

The American Telephone and Telegraph Company (AT&T), Pac-West Telecomm Inc., and Satin Satellite are the primary telecommunications service providers to the community of Nipomo and will provide service to the DRSP area. These private companies will extend their facilities into the

DRSP area within the designated public utility easements (PUE), as identified on the street sections within Chapter 4, as it develops. All new telecommunications lines within the DRSP area will be placed underground.

High speed fiber infrastructure within the vicinity of the DRSP area is currently limited. However, due to current market demands, high speed fiber infrastructure may be provided within the DRSP area to allow the community to hook into future high-speed fiber infrastructure should it be extended to the property.

5.6.2 *Cable Service*

Cable television for the Nipomo area is provided by Charter Communications. The expanding range of broadcast services, including satellite, may be available for the DRSP area to the extent they are available throughout San Luis Obispo County.

5.6.3 *Electric*

Pacific Gas & Electric (PG&E) will provide electricity distribution to the DRSP area. Existing overhead service lines run along Cherokee Place, Pomeroy Road, and the eastern edge of the property. New service lines will be placed in or adjacent to the right-of way of the proposed commercial and residential roadways. All new electric lines will be placed underground.

Residential neighborhoods within the DRSP area will be designed to accommodate installation of solar panels on rooftops per the Building Code. Installation of solar on all residential homes will aide in generating needed electricity on-site and minimize the overall environmental impact by the community.

5.6.4 *Natural Gas*

Within the DRSP area, a natural gas main exists along the eastern property boundary adjacent to U.S. Highway 101. SoCalGas may provide natural gas distribution to the DRSP area. There are no existing gas mains located within the DRSP area. To support the proposed commercial and amenity areas, new gas mains may be constructed as part of the primary backbone roadways to serve new development areas.

5.7 Infrastructure Easements

5.7.1 North Frontage Road

Based on the conditions of the property located at the southeast corner of the DRSP area, an easement may be needed to accommodate the extension of infrastructure along North Frontage Road to the DRSP property. As part of the DRSP, North Frontage Road will be extended through the project to Willow Road. Refer to Section 4.3 for additional information regarding the North Frontage Road (Collector A) extension.

5.7.2 Hetrick Avenue

Hetrick Avenue traverses the western boundary of the DRSP property. The Nipomo Community Plan, the South County Circulation Study, and the South County Area Inland Plan identify improvements to Hetrick Avenue, designating the roadway a two-lane rural road classification with Class II bike lanes, ultimately extending from Pomeroy Road north to Aden Way. The extension of Hetrick Avenue from Glenhaven Place to Pomeroy Road in the south is currently unimproved. The

improvements within the DRSP do not include the construction of the Hetrick Avenue extension, since there is not sufficient right-of-way, and this route would not be consistent with the character of the existing residential neighborhood west of the DRSP area. The DRSP will construct Collector 'B' which travels from Pomeroy Road through the property and connects with Willow Road to the north, as a more functional alternative to the Hetrick Avenue extension. Currently at the southwest corner of the DRSP, Hetrick Avenue is an existing road with a 30-ft right-of-way serving three parcels. The DRSP includes re-routing access to this road to connect with Collector 'B' and closing where this portion of Hetrick Avenue currently connects with Pomeroy Road. This will eliminate turning movement conflicts on Pomeroy Road and provide permanent access to the three parcels mentioned above.

In order to allow for emergency access, an easement will be provided from the existing portion of Hetrick Avenue at the northwest corner of the DRSP, connecting to Neighborhood 9. This emergency access point is intended to be used only by fire and safety vehicles, pedestrians, bicycles, and equestrians.

5.7.3 Cory Way

Cory Way currently dead ends into the southern property line of the DRSP. In order to allow for emergency access to the community, an easement will be provided at this location connecting to Cory Way. This emergency access point is intended to be used only by fire and safety vehicles, pedestrians, bicycles, and equestrians. An easement may be needed to accommodate access.

5.7.4 Southern California Gas

An existing 20-ft Southern California Gas (SoCalGas) easement is located directly adjacent to the U.S. Highway 101 right-of-way on the DRSP property. This easement will include mutually agreed upon landscaping and will remain clear of obstructions to allow for any necessary or ongoing maintenance by SoCalGas.

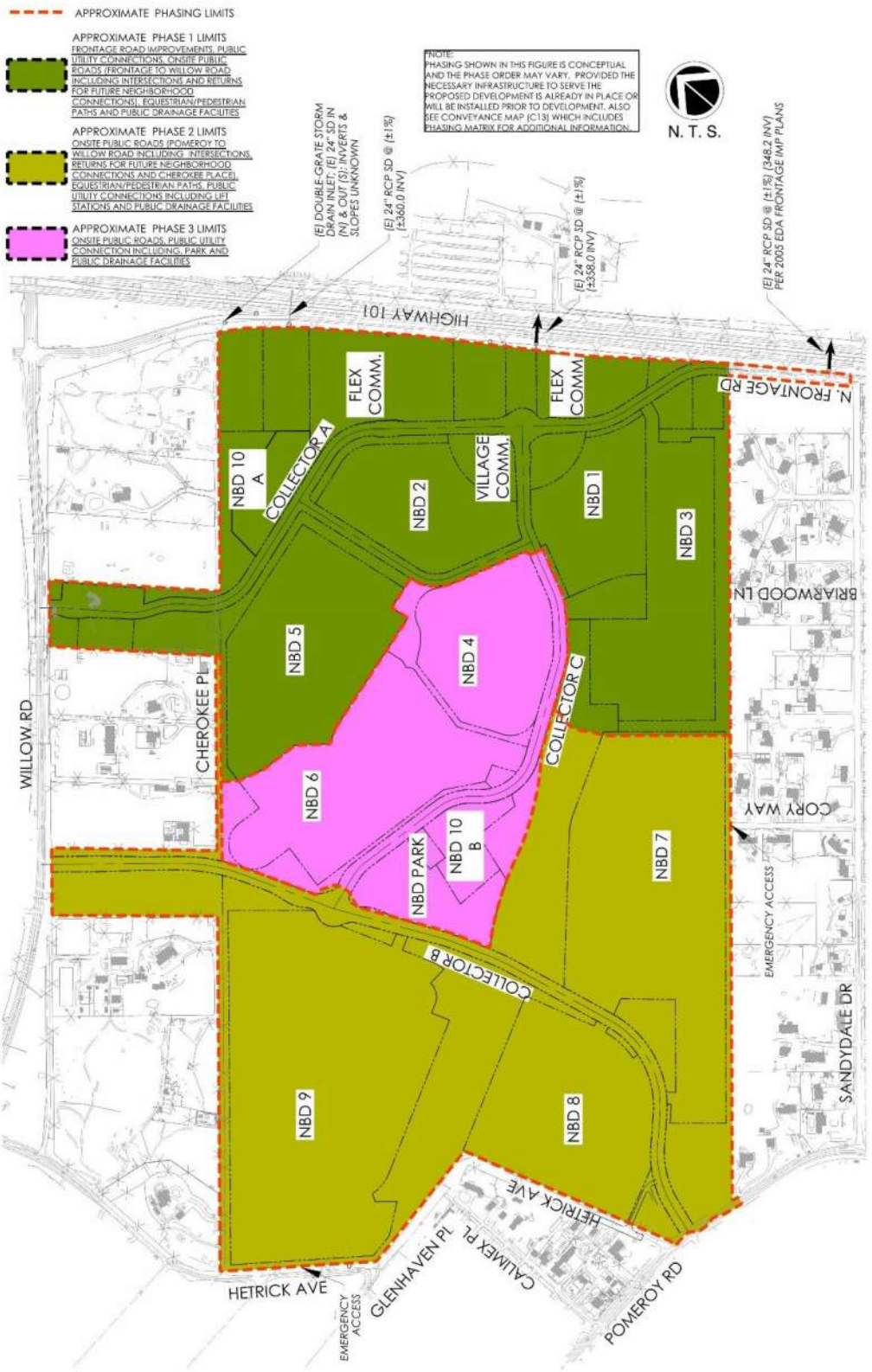
5.7.5 Pomeroy Road

Based on the final alignment of the Pomeroy Road realignment into the DRSP, an easement(s) may be needed to accommodate proposed roadway and circulation improvements.

5.8 Phasing

Exhibit 5-6 identifies the areas anticipated in the conceptual phasing to make up the DRSP development phases. These phases address goals to accommodate orderly development and provision of services. They represent a reasonable approach to extending services and infrastructure throughout the DRSP. In some cases, property owners may wish to develop in phases concurrently or in a different order than anticipated in Exhibit 5-6. This will be permitted provided all public improvements needed to support proposed development are completed, and that circulation is provided for secondary access. For a more detailed breakdown of proposed phasing for the DRSP, refer to Appendix B – Phasing and Public Improvements Implementation Matrix.

Exhibit 5-6: Proposed Conceptual Phasing



6 Public Services

6.1 Introduction

The DRSP is served by several public services including schools, police and fire/emergency/ ambulance service protection, solid waste disposal, recycling, green waste, postal service, and library services as discussed in more detail below.

6.2 Schools

Public education for the DRSP will be provided by Lucia Mar Unified School District (LMUSD), which includes elementary, middle, comprehensive high school, continuation high school, and adult education. The DRSP falls in the boundary area for the Lange Elementary School, Mesa Middle School, Central Coast New Tech High School, and Nipomo High School.



Nipomo High School outdoor common green and courtyard.

It is anticipated that the DRSP would increase demand for public school services at existing LMUSD facilities. Published LMUSD enrollment rates for 2017-18 combined with the District's Facilities Master Plan (2014) portrays existing capacity for Lange Elementary at 85%, Mesa Middle School at 88%, and Nipomo High School at 91%, as shown in Table 6.1 below.

Table 6.1: Existing LMUSD School Capacity

School	*2017/18 Student Enrollments*[1]	*2021/22 Student Projections*[2]	*Planned Capacity*[2]	*Current Available Capacity*
Lange Elementary	585	608	687	102
Mesa Middle	545	535	618	73
Nipomo High	970	1,172	1,071	101

Sources:
[1] 2018 School Plans for Student Achievement
[2] 2015/2016 LMUSD FM

Table 6.2 identifies the anticipated number of school-age children generated by the DRSP and is based on the California Statewide Average Student Generation Rates.

Table 6.2: Student Generation by DRSP

Grade Level	*Generation Rates*	*Homes/Units*	*Additional Students*
Elementary (K-6)	0.5[1]	1,370	685
Middle (7-8)	0.2[1]	1,370	274
High (9-12)	0.2[1]	1,370	274
		Total (K-12):	*1,233*

Notes:
[1] Statewide Average Generation Rates.

New students will be added to the existing LMUSD system over the build-out of the DRSP, which will occur over several phases for a period of several years. These phases are shown in sequence below; however, they are not intended to occur in any particular sequence, as discussed further in Section 5.8. Table 6.3 below portrays the anticipated number of new students generated by phases of development, as noted in Chapter 5, Figure 5-6: Proposed Conceptual Phasing.

Table 6.3: Anticipated Student Generation Rate by DRSP Phasing

Phase[1]	*Elementary (K-6)*	*Middle (7-8)*	*High (9-12)*	*Total Student Generation*
Phase 1 (NBDs 1, 2, 3, 5 and 10A)	347	139	139	625
Phase 2 (NBDs 7, 8, 9)	208	83	84	375
Phase 3 (NBDs 4, 6 and 10B)	129	52	52	233
			Total:	*1,233*

Notes:
[1] This sequence is for illustrative purposes only. Implementation may not occur in this sequence.

As mandated by State law, developer impact fees will be paid to LMUSD as the DRSP area is built out over time to accommodate the anticipated increase in demand for public school facilities.

6.3 Police

Police services for the DRSP will be provided by the County of San Luis Obispo and will be based out of the San Luis Obispo County Sheriff Department offices located at 1681 Front Street in Oceano; the California Highway Patrol also assists in area calls for service. The Sheriff's Department divides the County into three areas – North Station, Coast Station, and South Station. Each of these is large in geographic area and may lead to delays in response times. Under the County's FY 2017-18 to 2021-2022 Infrastructure and Facilities Capital Improvement Plan, a new 6,000 square foot South County Substation is to be constructed in the Nipomo area to provide more timely service to the community.

Developer impact fees will be paid to the County Sheriff's Department to accommodate new demand for police services as the DRSP area is built out over time.





Public services, including police and fire stations.

6.4 Fire and Emergency Services

The San Luis Obispo County Fire Department and the California Department of Forestry and Fire Protection (CDF) will provide fire protection services to the DRSP area. Development will be primarily served by Fire Station No. 20, located off of North Oakglen Avenue at 450 Pioneer Avenue in Nipomo, approximately one-half mile away from the southern edge of the DRSP area. The Department also deploys resources from other nearby stations and personnel, such as Fire Station No. 22 located at 2391 Willow Road in Arroyo Grande, to maintain adequate response times. The County's FY 2017-18 to 2021-2022 Infrastructure and Facilities Capital Improvement Plan identifies that a new property in the West Nipomo area will be acquired to develop a new fire station to serve the community. It is anticipated that the County's current levels of fire services are sufficient to serve the DRSP area.



Fire truck and engines.

The San Luis Obispo County Fire Department and the CDF provide emergency paramedic services from both Fire Station No. 20 and No. 22. These stations have designated Medic Engines, which are staffed by a Fire Captain and a Fire Apparatus Engineer, which maintains a licensed paramedic on staff. However, the County also contracts with San Luis Ambulance to provide paramedic services throughout the County. Ambulances are dispatched via radio through the San Luis Obispo County's Sheriff Dispatch Center and respond to emergency, non-emergency, and Critical Care Transport calls. San Luis Ambulance maintains a location in Nipomo, located at 720 South

Frontage Road, with response times to the project site generally just over 5 minutes. Each ambulance is staffed with a minimum of one Paramedic and one Emergency Medical Technician.

Developer impact fees will be paid to the County Fire Department and CDF to accommodate new demand for fire as the DRSP area is built out over time. The applicant has offered to donate an improved 2-acre fire station site at the northwest intersection corner of Collector A and Cherokee Place, which will include street frontage improvements on Collector A and utilities stubbed to serve the site.

6.5 Solid Waste, Recycling, and Green Waste

Solid waste, recycling, and green waste generated by the new development will be serviced by the South County Sanitary Services. The solid waste, recycling, and green waste will be disposed of at the Cold Canyon Landfill. Based on current disposal rates, this facility has a capacity to accept solid waste until at least the year 2040. South County Sanitary Services has reviewed the conceptual plans and will provide solid waste, recycling, and green waste pick-up service to the DRSP area.

6.6 Postal Service

Postal Service for the DRSP area will be provided by the United States Postal Service (USPS) from their location at 706 West Tefft Street. The location of and type of mailbox required for each land use within the DRSP will be based upon and adhere to requirements outlined in the USPS National Delivery Planning Standards: A Guide for Builders and Developers and the Delivery Growth Management Program. Below is a discussion of the mailbox locations envisioned for each area within the DRSP, each of which will be ultimately approved by the USPS prior to construction.

For each single-family residential neighborhood and commercial within the DRSP area, a centralized delivery location will be provided. The specific location and equipment type will adhere to the USPS requirements for both USPS and customers related to access, locks, safety, accessibility, placement, and specific Americans with Disabilities Act (ADA) requirements. In specifically considering the single-family residential neighborhoods, the centralized delivery locations will be within the individual neighborhood parks.



Examples of mailbox enclosures for individual residences and multifamily neighborhoods.

For each multi-family residential community within the DRSP area, a centralized mailbox location, whether internal or external, will be provided for each of the multi-family residential communities. The centralized mailbox equipment will be approved by USPS and will meet the minimum 1:10 parcel locker/mailbox requirement. If located exterior to a building, a canopy will be provided to provide protection from weather and provide adequate nighttime lighting, per USPS requirements.

6.7 Library

Library services for the DRSP area will be provided by the existing Nipomo Library, located at 918 West Tefft Street in Nipomo. The library features a wide variety of book titles such as children, adult fiction and non-fiction, teen collection, and audiobooks as well as DVD's and music. Twelve computers, free public WIFI internet access, and a public meeting room are also provided for use by the public.

Developer impact fees will be paid to the County Public Library to accommodate new demand for library facilities as the DRSP area is built out over time.



Example of library computer desk stations.

6.8 General Government Services

Since the property lies within the unincorporated area of the County of San Luis Obispo, the DRSP area will be serviced by the County's government services, which includes, but is not limited to: administration, planning, voting, courts, environmental/public health, public works, etc.

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7 Implementation and Administration

This Chapter describes the DRSP authority, development review process, and administrative procedures controlling the DRSP adjustments and amendments, as well as outlines the intended phasing plan and the proposed construction/maintenance of improvements.

The DRSP provides County review authorities the tools and guidelines to review and approve the DRSP area development proposals. Implementation shall be administered by County review authorities and ensure consistency with the DRSP document.

7.1 Specific Plan Authority and Adoption

Specific plans must comply with California Government Code Sections 65450 through 65457. These provisions require that a specific plan be consistent with the adopted General Plan for the jurisdiction in which the specific plan area is located. In turn, all subsequent development proposals, such as tentative subdivision maps, site plans, improvement plans, and all public works projects, must be consistent with the adopted specific plan.

Pursuant to California Government Code Section 65453, a specific plan may be adopted by resolution or by ordinance. Past County practice has been to adopt a specific plan and certify the Final Environmental Impact Report (FEIR) concurrently through resolution. Customized land use categories are provided to implement the land uses identified in Chapter 2. Land use categories included herein supersede the County's Land Use Ordinance (Title 22) except where the DRSP is silent. In such cases, the existing County land use category standards shall apply.

7.2 Development Agreement

A development agreement is a planning tool that allows public agencies greater latitude to advance local planning policies in sometimes new and creative ways. A development agreement is commonly used in conjunction with specific plan projects.

Neither the applicant nor the public agency is required to enter into a development agreement as part of project proposal. When a development agreement is entered into, the allowable land uses, required infrastructure and its financing, as well as other terms and conditions of approval are negotiated between the parties involved, subject to the public agency's ultimate approval.

7.3 Environmental Review

The DRSP addresses land uses, densities, and types of development proposed, as well as streets and infrastructure anticipated to serve the area. It provides a detailed description of the project that was evaluated in the Final Project Environmental Impact Report (FEIR) for the DRSP. Under the California Environmental Quality Act (CEQA), the FEIR has assessed the potential direct and indirect environmental effects associated with the land use program described in the DRSP.

Although the EIR is a separate document, the environmental review process has been an integral component of the planning process to ensure that the DRSP minimizes environmental impacts. The EIR addresses the development of the DRSP as a single project which is projected to be developed in increments over a period of several years. This approach enables the County to comprehensively evaluate the cumulative impacts of the DRSP and consider alternatives and mitigation measures prior to adoption of the DRSP.

Development within the DRSP area shall comply with all conditions of approval and mitigation measures identified in the certified Specific Plan EIR (The Dana Reserve Specific Plan EIR SCH No. 2021060558) and any subsequent CEQA document (e.g., Addendum, Mitigated Negative Declaration, Subsequent EIR, or Supplemental EIR). The DRSP FEIR is intended to expedite the processing of future projects that are consistent with the DRSP. If, when considering subsequent development proposals, the County determines that the proposed development will not result in new effects or require additional mitigation, the County can approve the project without additional environmental review (California Government Code Section 65457 and CEQA Guidelines Section 15182). However, if there are significant changes proposed to the approved DRSP that the County concludes may result in new impacts, any additional environmental review need focus only on those specific areas or topics affected by the change.

7.4 Annexation

The DRSP is currently under County jurisdiction but is located immediately adjacent to the Nipomo Urban Reserve Line (URL). The property is designated in the County's General Plan as a specific plan area, which is subject to preparation of a specific plan to accommodate development proposals and address pertinent issues (refer to Chapter 1). The General Plan requires that a specific plan for the property be adopted prior to annexation of the DRSP area to the URL. The DRSP area is identified within the NCSD's Future District Service Boundary area.

Following Board of Supervisor action of project entitlements including adoption of the DRSP and certification of the FEIR, the project will be submitted by NCSD to the Local Agency Formation Commission (LAFCO) for the formal annexation review process. LAFCO works with the County to ensure that a proper plan of services is in place to guide orderly development of the annexed property.

7.5 Development Review Process

Land Use Boundaries

The Land Use Element of the County's General Plan defines and identifies the purpose and character for each of the County's 14 land use categories. These land use categories, which serve as both the County's Land Use Element and zoning maps, comprise the County's "single map" system for land use and development. To implement the DRSP, the subject property will be redesignated from the Residential Rural land use category to a 15th County land use category called "Dana Reserve Specific Plan (DRSP)," except for APNs 091-301-029 and 091-301-301, which will remain Residential Rural. The DRSP land use category will direct future landowners and developers to this Specific Plan for allowable land uses, development standards, and permitting requirements.

Future development within the DRSP land use category shall correspond with the eight (8) Land Uses identified in Exhibit 2-1 and the development standards, allowable uses, and all other related requirements identified in Chapter 2 and the objective design standards and guidelines identified in Appendix A, not Table 2-3 in Section 22.08.030 or Article 4 of the County Land Use Ordinance. In instances where the DRSP is silent on a particular topic or requirement, development will instead be subject to the requirements of the County's Land Use Ordinance, Title 22 of the County Code, or by interpretation of the Director of Planning and Building as identified in Section 7.7 below, for the most closely related land use category. For example, for development in the DR-SF 1 and DR-SF 2 land uses, the requirements of the RSF Land Use Category in Title 22 will apply when the DRSP is silent on a topic.

Processing, Uses, and Plan Interpretation

Subdivisions

The precise location of streets, utilities, and boundaries of development sites will be determined upon approval of tentative subdivision maps as part of a Land Division application. Along with the review of the final map before recording, subdivision improvement plans will be reviewed and approved by the Planning Commission, which will show compliance with the DRSP, EIR, and any associated project conditions of approval. As part of the Land Division application submittal and subsequent review by Planning Commission, applicants are required to provide preliminary floor plans and architectural elevations for uses that only require a Site Plan that show height of buildings and structures, color, texture, and material of exterior finishes and roofing. Where the architecture of a project meets the relevant objective design standard requirements identified in Appendix A, the preliminary floor plans and architectural elevations provided are intended to be for informational purposes only as part of the Land Division application.

Land Use Permits

Conditional Use Permit

As part of the DRSP project, a conditional use permit will be required in conjunction with the Oak Woodland Management Plan.

Uses identified in Chapter 2, Tables 2.5, 2.8, and 2.11 requiring a Conditional Use Permit shall be processed according to County Land Use Ordinance Section 22.62.060.

Minor Use Permit

Uses identified in Chapter 2, Tables 2.5, 2.8, and 2.11 requiring a Minor Use Permit shall be processed according to County Land Use Ordinance Section 22.62.050.

Site Plan Review

Uses identified in Chapter 2, Tables 2.5, 2.8, and 2.11 requiring a Site Plan Review shall be processed according to County Land Use Ordinance Section 22.62.040.

Zoning Clearance

Uses identified in Chapter 2, Tables 2.5, 2.8, and 2.11 requiring a Zoning Clearance shall be processed according to County Land Use Ordinance Section 22.62.030.

Objective Design Standards and Guidelines

Residential, Commercial, and Recreation and Open Space land uses within the DRSP are required to adhere to the relevant objective design standards and guidelines identified in Appendix A, not the San Luis Obispo County Design Guidelines. When applicable, as part of an application submittal to the County, the applicant shall provide an analysis of how the project complies with the relevant objective design standards and guidelines for use by the County.

Building Permits

The County building permit process of plan-check, inspection, and occupancy release will typically be the final and most detailed step in County review of private site development. Impact fees are due at the time building permits are issued or as may be described in the development agreement. If required, Inclusionary housing fees will be required to pay at time of building permits.

7.6 Construction and Maintenance of Required Improvements

Public facilities required to serve the DRSP area will be funded as discussed in Chapter 8. Property in the DRSP area that is annexed into the URL will receive the same public services as other neighborhoods in the community, including school, police, fire, neighborhood park, and Collector Road maintenance. Once facilities to serve the DRSP are constructed, a Homeowners Association will be established to operate and maintain facilities, such as parkways, off-street pedestrian trails and equestrian trails, open space, neighborhood park and pocket parks, and stormwater facilities. Facilities located within individual residential neighborhoods, such as pocket parks, parkways, stormwater facilities, and local roads, will also be privately maintained by a Homeowners Association. Collector Roads A, B, and C will be maintained by the County.

7.7 Interpretations, Adjustments, and Amendments to the Specific Plan

Interpretations

In instances where the DRSP may not be clear or completely articulate a particular topic related to plan implementation, the Director of San Luis Obispo County Planning and Building (Director) or his/her designee may provide an interpretation based on whether the item in question is in keeping with the vision and intent of the DRSP. The Director has the authority to refer a Zoning Clearance or Site Plan to the Planning Commission if questions arise regarding the applicability of a policy, standard, or mitigation measure to a proposed land use or development within the DRSP.

Adjustments to LUO Development Standards

New development and land uses within the DRSP will be subject to LUO standards, when this Specific Plan is silent on a particular topic. For example, a detached garage will continue to be subject to a 1,000 square-foot size limitation as provided in LUO Section 22.30.410 because the DRSP does not allow for a larger detached garage. These development standards may be waived through a MUP or CUP when procedures to do so are provided in the LUO. For example, the LUO allows for a detached garage greater than 1,000 square feet subject to MUP approval. In such an instance, the MUP requirement would supersede the permitting requirements in Chapter 2 of the Specific Plan.

Adjustments in Project Phasing

Project features may be advanced to an earlier phase provided all required infrastructure is in place, all necessary mitigation measures are completed or will be completed with project, and the action will not significantly defer a project feature that is anticipated in a preceding phase. The determination to advance a project feature shall be made by the Director or his/her designee. Any adjustments in project phasing needs to be consistent with the Section 7.3 of the DRSP and the findings of the FEIR.

Amendments

California Government Code Section 65453 et. Seq. provides that a Specific Plan "may be amended as often as deemed necessary by the legislative body". Amendments to this plan may be initiated by a developer, any individual property owner, or by the County, in accordance with duly adopted County procedures governing the adoption and amendment of the Specific Plan. Applications for amendments shall be submitted to the County Department of Planning and Building for processing.

Necessary Findings

A. Changes have occurred in the community since the approval of the Specific Plan which warrant the proposed amendment.

B. The proposed amendment is consistent with the San Luis Obispo County General Plan.

C. The proposed amendment may enable efficient and less costly delivery of necessary services, housing, and public facilities to the population within the area of this Specific Plan and the Nipomo Mesa.

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8 Financing

This Chapter describes the financing mechanisms available for the ongoing maintenance of public and private improvements required for the DRSP. Upon preparation of a DRSP master maintenance plan, it is anticipated that one or more financing mechanisms will be used to provide for the ongoing maintenance of private and public improvements. California law provides for the establishment of a variety of financing mechanisms for maintaining public facilities, including, but not limited to, Landscape Maintenance Districts ("LMD"), County Service Areas ("CSA"), Community Facilities Districts ("CFD" and together with the LMD and CSA, "Public Financing District"). Privately owned common facilities are typically maintained by a Homeowners Associations ("HOA"). Public Financing Districts are established by a public agency, while an HOA is established by a private entity in compliance with standards established by the California Bureau of Real Estate. It is anticipated the maintenance of DRSP improvements (e.g., landscaping, park, drainage, trails, open space, street lights, etc.) will be maintained and funded by a combination of a Public Financing District and/or one or more HOA's. The sewer and water improvements are anticipated to be owned, operated, and maintained by the Nipomo Community Services District, provided annexation occurs.

8.1 Financing Principles and Policies

It is the objective of the DRSP to have a neutral fiscal impact on the County and other public agencies maintaining project facilities. The financing mechanisms to be established for the DRSP shall consider the following:

- Parties benefiting from the improvements;
- Security for the funding of the ongoing maintenance;
- Establishment of sufficient reserve funds for repairs and replacements;
- Flexibility for changes in annual maintenance costs;
- Interest of future residents paying annual assessments;
- Equity among contributing property owners; and
- Transparency regarding the costs of maintenance services and improvements being funded.

8.2 Public Financing Districts

The establishment of a Public Financing District generally requires:

(i) A landowner to submit a petition requesting a public agency to establish a specific Public Financing District,

(ii) Identifying the facilities to maintained and corresponding estimated maintenance costs,

(iii) The public agency establishing the proposed annual assessments or special taxes to fund the maintenance of the requested improvements pursuant to an engineer's report or similar document, and

(iv) The landowner voting in favor of the formation of the Public Financing District and the levy of such assessments or special taxes.

Upon a successful landowner vote, the public agency then has authority to levy the assessments on the property as authorized to fund annual maintenance costs. Although different types of Public Financing Districts can maintain many of the same improvements, the legislative provisions for establishing each type and the related requirements of each are different. For example, the assessments levied on each parcel of property for improvements maintained with an LMD need to be based on the special benefit received by such parcels of property, while a CFD special tax is based on a general benefit requirement. Many public agencies have determined the "general benefit" requirements of the CFD make it a more favorable financing mechanism and less likely to be challenged or repealed under the provisions of Proposition 218.

Appendix A - Objective Design Standards and Design Guidelines

The purpose of these objective design standards and guidelines is to ensure future development is consistent with the vision and character of the Dana Reserve Specific Plan (DRSP) project. It is also intended to provide direction for subdividers, architects, and designers when preparing plans, and to provide direction for governmental review bodies for project evaluation as future applications come forward.

Terminology
Objective design standards are mandatory items or features that are required to be incorporated into plan preparation. Design guidelines are provided to give direction that is important to consider in the plan preparation process but are not mandatory.

Applicability
The following identifies the applicability of the relevant objective design standards and design guidelines by land uses and Neighborhoods within the DRSP. Refer to Chapter 7 - Implementation and Administration for additional information on the objective design standards and design guidelines processing requirements for future development within the DRSP.

Section 1.1 Single-Family Residential (DR-SF1 and DR-SF2)
As identified in Chapter 2, Exhibit 2-2a, single-family homes in Neighborhoods 3, 4, 5, and 6 are required to only meet the objective design standards.

Section 1.2 Single-Family Residential (DR-SF1 and DR-SF2)
As identified in Chapter 2, Exhibit 2-2a, single-family homes in Neighborhoods 7, 8, and 9 are required to only meet the design guidelines.

Section 1.3 Multi-Family Residential (DR-MF)
As identified in Chapter 2, Exhibit 2-2a, multi-family homes in Neighborhoods 1, 2, 10A, and 10B are required to only meet the objective design standards.

Section 2.1 Village and Flex Commercial (DR-VC and DR-FC)
As identified in Chapter 2, Exhibit 2-2a, commercial development in the Village Commercial and Flex Commercial land uses are required to only meet the design guidelines. Multi-family homes shall meet the objective design standards of the Multi-Family Residential (DR-MF).

Section 3.1 Recreation and Open Space (DR-REC and DR-OS)
As identified in Chapter 2, Exhibit 2-2a, commercial development in the Recreation and Open Space land uses are required to only meet the design guidelines.

Section 4.1 Child Day Care Center
The Child Day Care Center planned to be located at the Neighborhood Park is required to only meet the objective design standards.

Section 5.1 Gateways and Wayfinding Signage
Gateways and wayfinding signage are required to only meet the relevant design guidelines.

Section 6.1 Park and Ride and Transit Stops
Park and Ride and transit stops in the DRSP are required to only meet the relevant design guidelines.

1.1 Single-Family Residential Objective Design Standards

The following objective design standards apply to single-family residential homes and ADUs in Neighborhoods 3, 4, 5, 6 within the DRSP. As part of a permit application submittal, an analysis shall be provided to the County demonstrating how a home complies with the relevant objective design standards.

1.1.A Architectural Styles

The architectural character for the DRSP is intended to be representative of the architectural styles typically found within the Nipomo area. Architectural styles for single-family residential units in Neighborhoods 3, 4, 5, and 6 has been provided. (Refer to Exhibits 1-1 through 1-3).

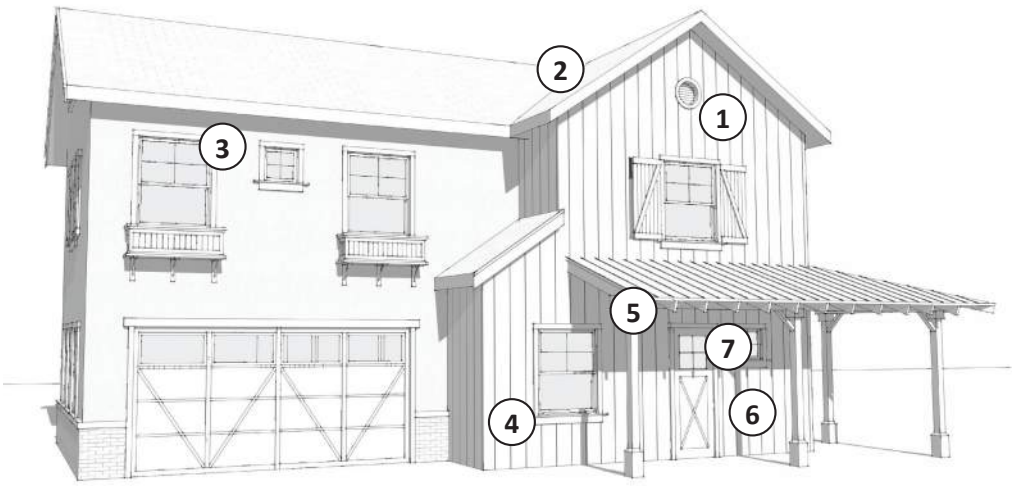
A.1 Architectural styles for single-family neighborhoods within Dana Reserve shall be Agrarian, California Ranch, or Spanish. Exhibits 1-1, 1-2, and 1-3 define these architectural styles and project designs must provide a minimum of four (4) of the identified elements to qualify as the required architectural style.

A.2 Individual single-family neighborhoods shall be designed with one primary architectural style and a minimum 30% mix of the other two architectural styles.

A.3 Residential elevations within the single-family neighborhoods shall not be repeated more frequently than every fourth house. This variation may be achieved by not repeating both a color scheme and an elevation style or through the use of reverse plans.

A.4 Single-family residential shall not exceed two stories in height, except where Chapter 2, Exhibit 2-2A limits height to one-story.

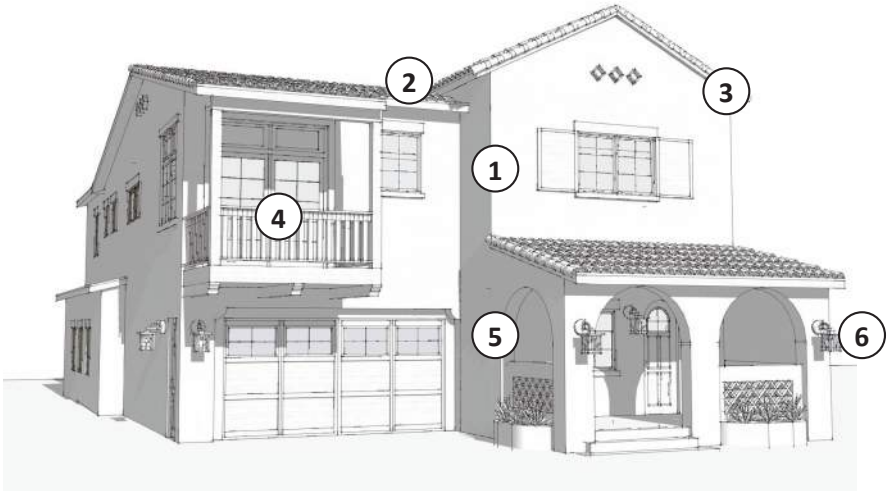
Exhibit 1-1: Agrarian Architectural Character



Single-Family (DR-SF1 and DR-SF2)

1. Vertical accent massing at primary entry - elements with a minimum 2-foot projection/recess carried up to roofline
2. Steep pitch gable and shed roofs - minimum 4:12
3. Wood-like material surrounds at windows and doors
4. Accentuated lintels and sills - minimum 2.5-inches height and minimum 1-inch depth
5. Accent features - minimum 5 types of accent features (wainscot, wood brackets, metal roofs, custom vents, shutters) provided on a primary and street-facing elevation
6. Vertical accent material - board and batten siding with minimum of 30% of primary elevation
7. Metal lantern, sconce, or goose neck lighting that is dark sky compliant

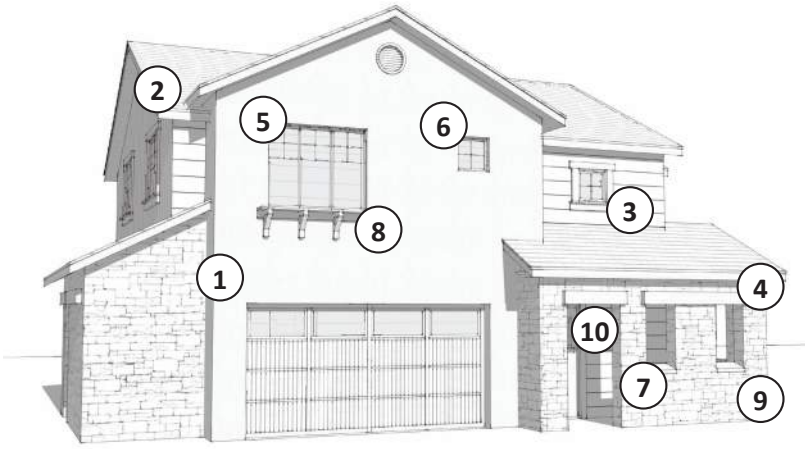
Exhibit 1-2: Spanish Architectural Character



Single-Family (DR-SF1 and DR-SF2)

1. Asymmetrical massing with side-gable, cross-gable, hipped-and-gabled, hipped, or flat roof type
2. Low sloping tile roofs - maximum 4:12
3. Detailing eaves - maximum eave depth of 18-inches, minimum of 6-inches
4. Accent features - minimum 5 types of accent features (wrought iron, decorative tile, shutters, rafter tails, decorative venting, decorative cornices, and arched openings) provided on a primary and street-facing elevation
5. Smooth or sand plaster finish
6. Bronze or iron lantern, sconce, or chandelier lighting that is dark sky compliant

Exhibit 1-3: California Ranch Architectural Character



Single-Family (DR-SF1 and DR-SF2)

1. Asymmetrical massing with primary fronting gables.
2. Low pitched hipped or gabled roof with wide eaves - maximum 4:12 pitch and minimum 18-inch eaves.
3. Wood-like material surrounds for windows and doors at lap siding - minimum 4-inches in height and 1-inch in depth
4. Stone lintel minimum of 6-inches in height and 2-inches in depth protruding from building face
5. Picture windows facing the street e.g. minimum 4-foot height and width
6. Recessed windows and doors at stucco without surrounds - minimum 1.5-inches recess
7. Precast surrounds at windows or openings at stone or brick have - minimum 2-inches height and minimum 1-inch depth
8. Accent features - minimum 5 types of accent features (simple moldings, lintels, wood brackets, shutters, wrought iron, decorative venting, picture window, and precast elements) provided on a primary and street-facing elevation
9. Lap siding and stucco as typical materials. One accent material that is either brick or ashlar stone - minimum of 20% primary building elevation
10. Metal lantern, sconce, or goose neck lighting that is dark sky compliant

1.1.B Lot Design

B.1. To create variation in neighborhoods, each lot shall include a minimum of one (1) of the following elements: varied front yard setbacks, varied unit elevations, and/or varied height variation shall be used to create a diversity of architectural character.

B.2. Yards of single-family residential uses abutting open space shall not have gates onto the open space.

1.1.C Building Form

C.1. Massing design for buildings shall include a minimum of two (2) of the following elements: variation in wall plane with a minimum 2-foot projection/recess, a minimum 2-foot variation in wall height, and/or a minimum of two roof planes and pitches at different levels.

C.2. A minimum of one-third of the upper story above the first story shall be stepped back a minimum of 2-feet in order to reduce the scale of the façade that faces the street and to break up the overall massing. In-lieu of an upper story setback, desired variation may be achieved through inclusion of a porch covering a minimum of 30% of the front facade.

1.1.D Roofs

D.1. A minimum of two (2) roof planes and pitches, overhangs, and/or accent details shall be incorporated into home designs to increase the visual quality and character of a building. Refer to Exhibits 1-1, 1-2, and 1-3 for stylistic appropriate roof planes and pitches, overhangs, and accent details.

D.2. Roof penetrations for vents shall be consolidated and located on the rear yard side of roof ridges where practical. Vents shall be painted or be a material that matches the roof color.

1.1.E Windows and Doors

E.1. Windows shall be articulated with a minimum of two (2) of the following elements: accent trim, sills, shutters, window flower boxes, awnings, trellises, and/or other elements authentic to the architectural style of the building. Refer to Exhibits 1-1, 1-2, and 1-3 for stylistic appropriate window articulation elements.

E.2. Garages shall be a secondary element on a home's main façade through the incorporation of a recess to minimize the visual impact of the garage door and parking apron from the street. Side loaded garages may be provided for up to 30% of a neighborhood's residences.

E.3. Mirrored glass and/or reflective coating on doors and window glass and garage doors is prohibited.

Building Form, Roofs - Refer to page A-6 for callout text.



1.1.F Entries and Porches

F.1. Primary residential entries for single-family residences shall include a porch for a minimum of 60% of all residences in an individual neighborhood and a minimum of one (1) of the following elements: feature window, decorative material, change in roofline or wall plane, or accent lighting.

F.2. Single-family residences located on corner lots shall have a patio or porch that wraps around and addresses a minimum of 20% of both the primary and secondary building frontages. Corner lots shall locate the driveway on the long side frontage.

F.3. Porches and patios shall have a minimum depth of six (6) feet and balconies shall have a minimum depth of four (4) feet (Note: porch posts or columns may protrude into the minimum depth area).

1.1.G Colors and Materials

G.1. Building designs shall include a minimum of one (1) principal color and one (1) accent color.

G.2. The primary exterior material for buildings shall be wood, composite wood, stone, stone veneer, granite, slate, brick, brick veneer, stucco, plaster, fiber cement, aluminum/steel (color coated only), or steel. Refer to Exhibits 1-1, 1-2, and 1-3 for stylistic appropriate colors and materials.

G.3. Use of a minimum of two (2) accent materials, such as tile, brick, stone, concrete, or plaster, shall be incorporated to highlight building features. Refer to Exhibits 1-1, 1-2, and 1-3 for stylistic appropriate colors and materials.

G.4. Changes in material or color shall occur at inside corners of intersecting walls or at architectural features that break up the wall plane, such as at columns or banding.

Windows and Doors, Entries and Porches, Colors and Materials - Refer to page A-8 for callout text.



1.1.H Residential Fencing/Walls

H.1. Front yard fencing type shall be wood, composite wood-textured, open style metal, stucco wall, stone and/or a combination of the listed materials.

H.2. Where a side or rear yard is abutting a residential or commercial land use, closed wood fencing and/or similar composite wood-textured material shall be used. Refer to Exhibit 1-4.

H.3. Where a side or rear yard is abutting, pocket park, or open space use, wood fencing and/or similar composite wood-textured material shall be used to 4-feet in height with an additional 2-feet comprised on top of a minimum 50% open rail permeable fencing. Refer to Exhibit 1-6 and Residential Single-Family Fencing Exhibit on page A-10.

H.4. Rear yard fencing of abutting residential neighborhoods (e.g. Neighborhood 4 and 5) shall maintain consistency in fencing type and material and Residential Single-Family Fencing Exhibit on page A-10.

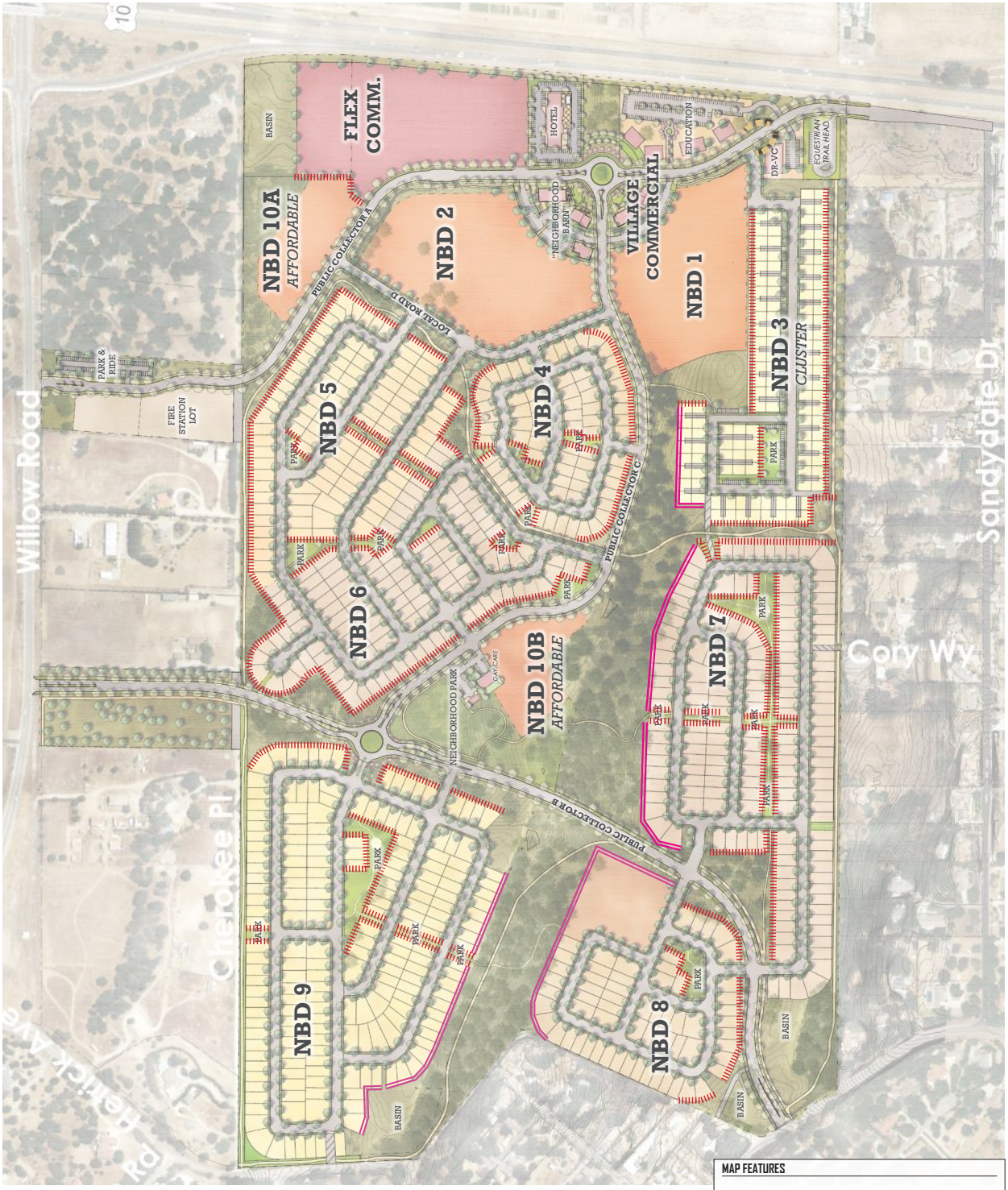
H.5. Rear yard fencing adjacent to or across from Recreation or Open Space land uses shall utilize either an open style metal fence type or wood fencing and/or similar composite wood-textured material shall be used to 4-feet in height with an additional 2-feet comprised on top of a minimum 50% open rail permeable fencing. Fencing selection shall be consistent across an individual neighborhood. Refer to the Residential Single-Family Fencing Exhibit on page A-10.

H.6. Finished side of fencing should face street side yards, open spaces, or other public spaces. The finished side of fencing is defined as the primary face of a fence.

H.7. Use of chain link, razor/barbed wire, non-matte finish vinyl fencing, and temporary fencing, except for construction related temporary fencing, are prohibited.

H.8. Three-rail, split rail fence of wood or similar composite wood-textured material shall be provided at pocket parks and streets, as shown in the Recreation and Open Space Fencing exhibit.

Residential Single-Family Fencing



Fencing Concepts



Exhibit 1-4: Closed Wood Fence Example



Exhibit 1-5: Open Style Metal Fence Example



Exhibit 1-6: Semi-Open Wood Fence Example

1.1.I Private Open Spaces

I.1. All single-family residences shall have at least one usable private open space in the side or rear yard in accordance with the standards in Chapter 2.

1.1.J Landscape

J.1. Native trees, plants, and other low water using plant varieties shall be integrated into residential neighborhoods and at the front yards of individual residential lots, consistent with the County Planting List, and cover a minimum of 20% of a lot.

J.2. Native coast live oak trees shall be used in neighborhood parkways.

J.3. If irrigated turf is utilized as part of landscape design, it shall not exceed 5% of the lot area.

J.4. Front yard landscaping shall be installed by the developer prior to occupancy by a resident.

J.5. Landscape design shall be consistent with applicable Model Water Efficient Landscape Ordinance (MWELO) requirements for water efficiency.

J.6. All neighborhood and front yard landscape plans shall be prepared by a licensed landscape architect.

1.1.K Lighting

K.1. Type and design of site and building lighting fixtures shall be "dark-sky" compliant, consistent with the International Dark-Sky Association or County of San Luis Obispo requirements.

K.2. Building lighting shall complement the architectural style of the building it serves. Refer to Exhibits 1-1, 1-2, and 1-3 for stylistic appropriate lighting.

K.3. Special care shall be taken to control glare and direct visibility of security lighting illumination sources, and to confine illumination to the property on which the fixtures are located.

1.1.L Utilitarian

L.1. Rain gutters, downspouts, vents, and roof protrusions shall match the adjacent building color.

L.2. Any outdoor mechanical or utility equipment/meters, antennae, "dish type receivers", etc., whether on a roof, side of a structure, or ground mounted shall be screened from view to not be visible from the street frontage. Method of screening shall be architecturally integrated with the adjacent structure in terms of materials, color, shape, and size, or if ground mounted, may include landscaping.

L.3. Garages for residences shall provide storage space for trash/recycling/green waste receptacles inside the garage or if located outside the garage shall be screened from view along a side yard.

1.1.M Accessory Structures

M.1. Accessory structures, including detached garages and carports, accessory dwelling units, grouped mailboxes, storage and maintenance facilities, recreational facilities, picnic shelters, and outdoor shade structures, should incorporate compatible materials, scale, colors, architectural details, and roof slopes as the primary residential buildings they serve.

1.1.N Signage

Signage for the individual neighborhoods within the DRSP shall be subject to the objective design standards outlined below.

N.1. Future neighborhoods are required to submit a sign program for review and approval, consistent with the County's Sign Ordinance.

1.2 Single-Family Residential Design Guidelines

The following design guidelines apply to single-family residential development in Neighborhoods 7, 8, and 9 within the DRSP. As part of a permit application submittal, an analysis shall be provided to the County demonstrating how a project complies with the relevant design guidelines.

1.2.A Architectural Styles

The architectural character for the DRSP is intended to be representative of the architectural styles typically found within the Nipomo area. A list of architectural styles appropriate for single-family residential development in Neighborhoods 7, 8, and 9 has been provided. Refer to Exhibits 1-4 through 1-6 for graphics that identify architectural style elements.

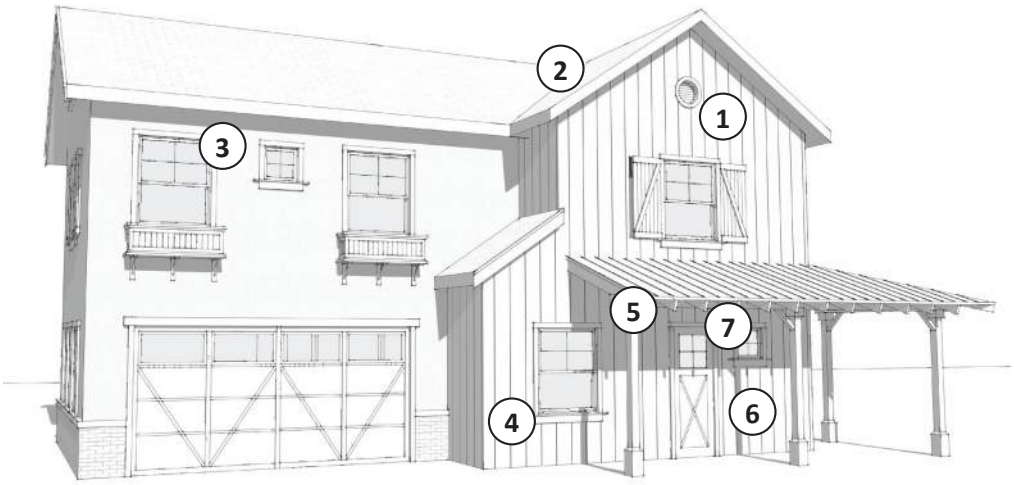
A.1 Architectural styles for single-family residential land uses within Dana Reserve shall be Agrarian, California Ranch, or Spanish. Exhibits 1-7, 1-8, and 1-9 define these architectural styles.

A.2 Individual single-family neighborhoods shall be designed with a one primary style and a balanced mix of the other two architectural styles.

A.3 Residential elevations within the single-family neighborhoods shall not be repeated more frequently than every fourth house. This variation may be achieved by not repeating both a color scheme and an elevation style or through the use of reverse plans.

A.4 Single-family residential shall not exceed two stories in height, except where Chapter 2, Exhibit 2-2A limits height to one-story.

Exhibit 1-7: Agrarian Architectural Character

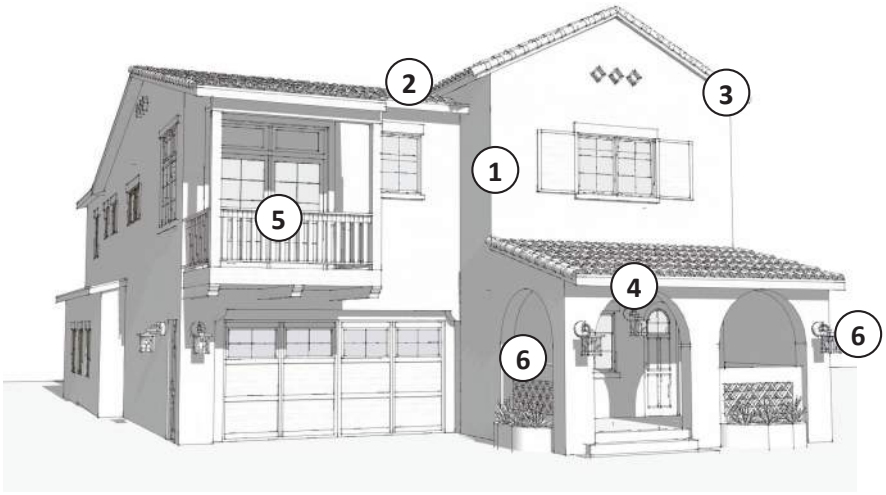


Single-Family (DR-SF1 and DR-SF2)

1. Vertical accent massing at primary entry
2. Steep pitch gable and shed roofs e.g. 4:12
3. Wood-like material surrounds at windows and doors
4. Accentuated lintels and sills
5. Accent features like - wainscot, wood brackets, metal roofs, custom vents, shutters provided on a primary and street-facing elevation
6. Vertical accent material - board and batten siding
7. Metal lantern, sconce, or goose neck lighting that is dark sky compliant

The graphics shown above are conceptual in nature and are not intended to be reflective of a specific project, rather they are provided as inspiration for architects and designers.

Exhibit 1-8: Spanish Architectural Character

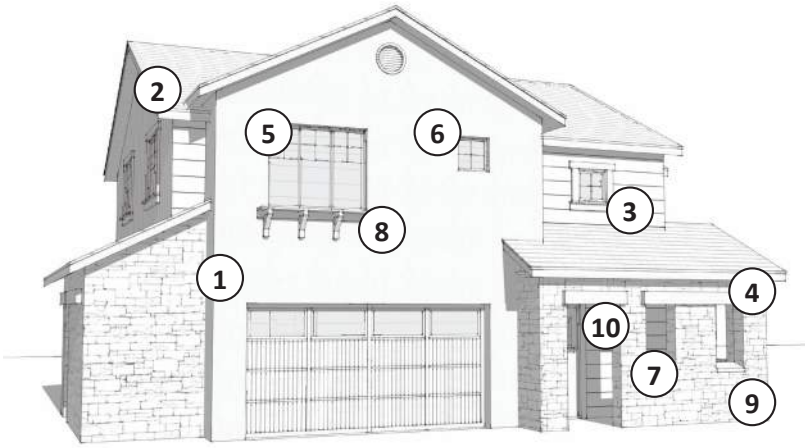


Single-Family (DR-SF1 and DR-SF2)

1. Asymmetrical massing with side-gable, cross-gable, hipped-and-gabled, hipped, or flat roof type
2. Low sloping tile roofs - 4:12 or less
3. Detailing at eaves
4. Arched openings e.g. windows, doors, porches
5. Accent features - wrought iron, decorative tile, shutters, rafter tails, decorative venting, decorative cornices, and arched openings.
6. Smooth or sand plaster finish
7. Bronze or iron lantern, sconce, or chandelier lighting that is dark sky compliant

The graphics shown above are conceptual in nature and are not intended to be reflective of a specific project, rather they are provided as inspiration for architects and designers.

Exhibit 1-9: California Ranch Architectural Character



Single-Family (DR-SF1 and DR-SF2)

1. Asymmetrical massing with primary fronting gables
2. Low pitched hipped or gabled roof with wide eaves e.g. 4:12 pitch max and 18" min eaves
3. Wood-like material surrounds for windows and doors at lap siding
4. Stone lintel protruding from building face
5. Picture windows facing the street
6. Recessed windows and doors at stucco without surrounds.
7. Precast surrounds at windows or openings at stone or brick
8. Accent features - simple moldings, lintels, wood brackets, shutters, wrought iron, decorative venting, picture window, and precast elements provided on primary and street-facing elevation
9. Lap siding, and stucco as typical materials. One accent material that is either brick or ashlar stone.
10. Metal lantern, sconce, or goose neck lighting that is dark sky compliant

The graphics shown above are conceptual in nature and are not intended to be reflective of a specific project, rather they are provided as inspiration for architects and designers.

1.2.B Lot Design

B.1. Variation in front yard setbacks, lot widths, and height variation should be used where able to create a diversity of architectural character for the single-family neighborhoods.

B.2. Yards of single-family residential uses abutting open space shall not have gates onto the open space.

1.2.C Building Form

C.1. Massing design should include variation in the wall plane (projection and recess), variation in wall height, and rooflines at different levels.

C.2. Portions of the upper story above the first story should be stepped back in order to reduce the scale of the façade that faces the street and the rear yards and to break up the overall massing. In-lieu of an upper story setback, desired variation could be achieved with a porch covering a minimum of 30% of the front facade.

C.3. Architectural elements that add visual interest, scale, and character to the neighborhood, such as recessed or projecting balconies, verandas, or porches should face the street and be included within building designs.

1.2.D Roofs

D.1. A variety of roof planes and pitches, porches, overhangs, and accent details should be incorporated into home designs to increase the visual quality and character of a building, while reducing the bulk and size of the structure. Refer to Exhibits 1-7, 1-8, and 1-9 for stylistic appropriate roof planes and pitches, overhangs, and accent details.

D.2. Roof penetrations for vents should be consolidated and located on the rear yard side of roof ridges whenever practical. Vents should be painted or be a material that to matches the roof color.

1.2.E Windows and Doors

E.1. Windows should be articulated with accent trim, sills, shutters, window flower boxes, awnings, trellises, and/or other elements authentic to the architectural style of the building. Refer to Exhibits 1-7, 1-8, and 1-9 for stylistic appropriate window articulation elements.

E.2. Windows, doors, and garage doors should incorporate architectural detailing that is consistent with the overall architectural style of the building.

E.3. Garages should be a secondary element on a home's main façade to minimize the visual impact of the garage door and parking apron from the street. Side loaded or hollywood style garages are also encourage to provide variety along street frontages.

E.4. Mirrored glass and/or reflective coating on doors and window glass and garage doors is prohibited.

Building Form, Roofs - Refer to page A-18 for callout text.



The graphics shown above are conceptual in nature and are not intended to be reflective of a specific project, rather they are provided as inspiration for architects and designers.

1.2.F Entries and Porches

F.1. Primary residential entries for single-family residences should be enhanced to reflect the architectural style and details of the home.

F.2. Single-family residences located on corner lots should have patios or porches that wraps around and address both the primary and secondary building frontages. Corner lots should locate the driveway along the side frontage.

F.3. Porches and patios shall be a primary element on the main facade have a minimum depth of six (6) feet and balconies shall have a minimum depth of four (4) feet (Note: porch posts or columns may protrude into the minimum six (6) feet of depth).

1.2.G Colors and Materials

G.1. Materials and colors should be used in an authentic manner, reinforcing the chosen architectural style.

G.2. The primary exterior material for buildings shall be wood, composite wood, stone, stone veneer, granite, slate, brick, brick veneer, stucco, plaster, fiber cement, aluminum/steel (color coated only), or steel. Refer to Exhibits 1-7, 1-8, and 1-9 for stylistic appropriate colors and materials.

G.3. A variety of roof materials and color palettes consistent with the architectural style of the homes should be incorporated to enhance the character of the community.

G.4. Changes in material or color shall occur at inside corners of intersecting walls or at architectural features that break up the wall plane, such as at columns or banding.

Windows and Doors, Entries and Porches, Colors and Materials



The graphics shown above are conceptual in nature and are not intended to be reflective of a specific project, rather they are provided as inspiration for architects and designers.

1.2.H Residential Fencing/Walls

H.1. Front yard fencing type shall be wood, composite wood-textured, open style metal, stucco wall, stone and/or a combination of these listed materials.

H.2. Where a side or rear yard is abutting a residential land use, closed wood fencing and/or similar composite wood-textured material shall be used. Refer to Exhibit 1-4 and Residential Single-Family Fencing Exhibit on page A-10.

H.3. Where a side or rear yard is abutting, pocket park, or open space use, wood fencing and/or similar composite wood-textured material should be used to 4-feet in height with an additional 2-feet comprised on top of a minimum 50% open rail permeable fencing. Refer to Exhibit 1-6 and Residential Single-Family Fencing Exhibit on page A-10.

H.4. Rear yard fencing adjacent to or across from Recreation or Open Space land uses shall utilize either an open style metal fence type or wood fencing and/or similar composite wood-textured material shall be used to 4-feet in height with an additional 2-feet comprised on top of a minimum 50% open rail permeable fencing. Fencing selection shall be consistent across an individual neighborhood. Refer to the Residential Single Family Fencing Exhibit and Residential Single-Family Fencing Exhibit on page A-10.

H.5. Finished side of fencing should face street side yards, open spaces, or other public spaces.

H.6. Use of chain link, razor/barbed wire, non-matte finish vinyl fencing, and temporary fencing, except for construction related temporary fencing, are prohibited.

H.7. Three-rail, split rail fence of wood or similar composite wood-textured material shall be provided at pocket parks and streets, as shown in the Recreation and Open Space Fencing exhibit.

1.2.I Private Open Spaces

I.1. All single-family residences should have at least one usable private open space in the side or rear yard area in accordance with the design standards in Chapter 2 of the DRSP. Multiple usable outdoor areas (i.e. front, side, and/or rear) are preferable and encouraged where practical.

1.2.J Landscape

J.1. Native trees, plants, and other low water using plant varieties are encouraged within the DRSP and should be integrated into the residential neighborhoods and at the front yards of individual residential lots, consistent with the County Planting List.

J.2. Native coast live oak trees shall be used in neighborhood parkways.

J.3. If irrigated turf is utilized as part of landscape design, it should not exceed 5% of the lot area.

J.4. Front yard landscaping shall be installed by the developer prior to occupancy by a resident.

J.5. Landscape design shall be consistent with applicable Model Water Efficient Landscape Ordinance (MWELO) requirements for water efficiency.

J.6. All neighborhood and front yard landscape plans shall be prepared by a licensed landscape architect.

1.2.K Lighting

K.1. Type and design of site and building lighting fixtures shall be “dark-sky” compliant, consistent with the International Dark-Sky Association or County of San Luis Obispo requirements.

K.2. Building lighting shall complement the architectural style of the building it serves. Refer to Exhibits 1-7, 1-8, and 1-9 for stylistic appropriate lighting.

K.3. Any lighting utilized as part of a residential neighborhood signs shall be complementary to the individual design aesthetic of the surrounding neighborhood.

K.4. Special care shall be taken to control glare and direct visibility of security lighting illumination sources, and to confine illumination to the property on which the fixtures are located.

1.2.L Utilitarian

L.1. Rain gutters, downspouts, vents, and other roof protrusions should complement the adjacent materials and/or colors.

L.2. Any outdoor mechanical or utility equipment/meters, antennae, “dish type receivers”, etc, whether on a roof, side of a structure, or ground mounted should be appropriately screened from view to not be visible from the street frontage. Method of screening should be architecturally integrated with the adjacent structure in terms of materials, color, shape, and size, or if ground mounted, may include landscaping.

L.3. Garages for residences should provide storage space for trash/recycling/green waste receptacles inside the garage or if located outside the garage should be screened from view along a side yard.

1.2.M Accessory Structures

M.1. Accessory structures, including detached garages and carports, accessory dwelling units, grouped mailboxes, storage and maintenance facilities, recreational facilities, picnic shelters, and outdoor shade structures, should incorporate compatible materials, scale, colors, architectural details, and roof slopes as the primary residential buildings they serve.

1.2.N Signage

Signage for the individual neighborhoods within the DRSP shall be subject to the design guidelines outlined below. Where the DRSP is silent, the County of San Luis Obispo Sign Ordinance will apply. In instances where there may be inconsistencies between the DRSP and the County of San Luis Obispo Sign Ordinance, the DRSP shall prevail.

N.1. Future neighborhoods are required to submit a sign program for review and approval, consistent with the County’s Sign Ordinance.

1.3 Multi-Family Residential Objective Design Standards

The following objective design standards apply to residential multi-family development within the DRSP. Multi-family neighborhoods in the DRSP includes Neighborhoods 1, 2, 10A, and 10B. The objective design standards also apply to multi-family residential projects within the Flex Commercial and Village Commercial land uses. As part of a permit submittal, an analysis shall be provided to the County demonstrating how a project complies with the relevant objective design standards.

1.3.A Architectural Styles

The architectural character for the DRSP is intended to be representative of the architectural styles typically found within the Nipomo area. A list of permitted architectural styles appropriate for multi-family residential land use has been provided. Refer to Exhibits 1-7 through 1-9 for conceptual graphics that identify individual architectural style elements provided as inspiration for architects and designers when preparing development plans.

A.1 Architectural styles for multi-family neighborhoods within Dana Reserve shall be Agrarian, California Ranch, or Spanish. Exhibits 1-10, 1-11, and 1-12 define these architectural styles and project designs must provide a minimum of four (4) of the identified elements to qualify as the required architectural style.

A.2 All multi-family buildings within a neighborhood shall be designed uniformly with one of the allowed architectural style.

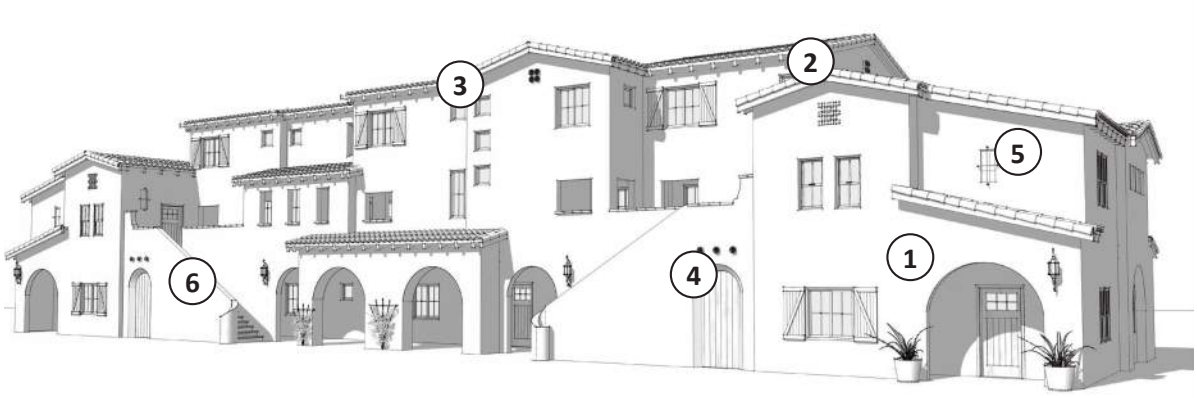
Exhibit 1-10: Agrarian Architectural Character



Multi-Family (DR-MF)

1. Vertical accent massing at primary entry - elements with a minimum 2-foot projection/recess carried up to roofline
2. Steep pitch gable and shed roofs - minimum 4:12
3. Wood-like material surrounds at windows and doors
4. Accentuated lintels and sills - minimum 2.5-inches height and minimum 1-inch depth
5. Accent features - minimum 5 types of accent features (wainscot, wood brackets, metal roofs, custom vents, shutters) provided on a primary and street-facing elevation
6. Vertical accent material - board and batten siding with minimum of 30% of primary elevation
7. Metal lantern, sconce, or goose neck lighting that is dark sky compliant

Exhibit 1-11: Spanish Architectural Character



Multi-Family (DR-MF)

1. Asymmetrical massing with side-gable, cross-gable, hipped-and-gabled, hipped, or flat roof type
2. Low sloping tile roofs - maximum 4:12
3. Detailing eaves - maximum eave depth of 18-inches, minimum of 6-inches
4. Accent features - minimum 5 types of accent features (wrought iron, decorative tile, shutters, rafter tails, decorative venting, decorative cornices, and arched openings) provided on a primary and street-facing elevation
5. Smooth or sand plaster finish
6. Bronze or iron lantern, sconce, or chandelier lighting that is dark sky compliant

Exhibit 1-12: California Ranch Architectural Character



Multi-Family (DR-MF)

1. Asymmetrical massing with primary fronting gables.
2. Low pitched hipped or gabled roof with wide eaves - maximum 4:12 pitch and minimum 18-inch eaves.
3. Wood-like material surrounds for windows and doors at lap siding - minimum 4-inches in height and 1-inch in depth
4. Stone lintel minimum of 6-inches in height and 2-inches in depth protruding from building face
5. Picture windows facing the street e.g. minimum 4-foot height and width
6. Recessed windows and doors at stucco without surrounds - minimum 1.5-inches recess
7. Precast surrounds at windows or openings at stone or brick have - minimum 2-inches height and minimum 1-inch depth
8. Accent features - minimum 5 types of accent features (simple moldings, lintels, wood brackets, shutters, wrought iron, decorative venting, picture window, and precast elements) provided on a primary and street-facing elevation
9. Lap siding and stucco as typical materials. One accent material that is either brick or ashlar stone - minimum of 20% primary building elevation
10. Metal lantern, sconce, or goose neck lighting that is dark sky compliant

1.3.B Site Design

B.1. To create variation in site design, each building shall include a minimum of one (1) of the following elements: varied unit elevations and/or varied height variation shall be used to create a diversity of architectural character.

B.2. Multi-family neighborhoods abutting commercial land uses shall provide accessible sidewalks, parkway landscaping with a minimum of two street trees varieties and two accent shrub varieties, and limit driveway access points to the minimum number required by County Public Works standards.

B.3. Neighborhood entry features shall be provided at vehicular points of entry and include a minimum of two (2) of the following elements: landscaping with two street tree varieties and two accent shrub varieties, decorative paving across neighborhood entry streets with minimum width of 20-feet, decorative walls with stone unique type to neighborhood, and/or neighborhood monument signage.

B.4. The number of pedestrian linkages connecting to residential, commercial, and recreation and open space land uses shall be provided, as identified in Chapter 2, Exhibit 2-2a.

1.3.C Building Form

C.1. Massing design for buildings shall include a minimum of two (2) of the following elements: variation in wall plane with a minimum 2-foot projection/recess, a minimum 2-foot variation in wall height, and/or a minimum of two roof planes and pitches at different levels..

C.2. A minimum of one-third of the upper stories above the first story shall be stepped back in order to reduce the scale of the façade that faces the street and to break up the overall massing. In-lieu of an upper stories setback, desired variation may be achieved through inclusion of a porch covering a minimum of 30% of the front facade.

1.3.D Roofs

D.1. A minimum of two (2) roof planes and pitches, overhangs, and/or accent details shall be incorporated into designs to increase the visual quality and character of a building. Refer to Exhibits 1-10, 1-11, and 1-12 for stylistic appropriate roof planes and pitches, overhangs, and accent details.

D.2. Roof penetrations for vents shall be consolidated and located on the rear side of roof ridges where practical or roof articulation feature shall screen view or vents and equipment. Vents shall be painted or be a material that matches the roof color.

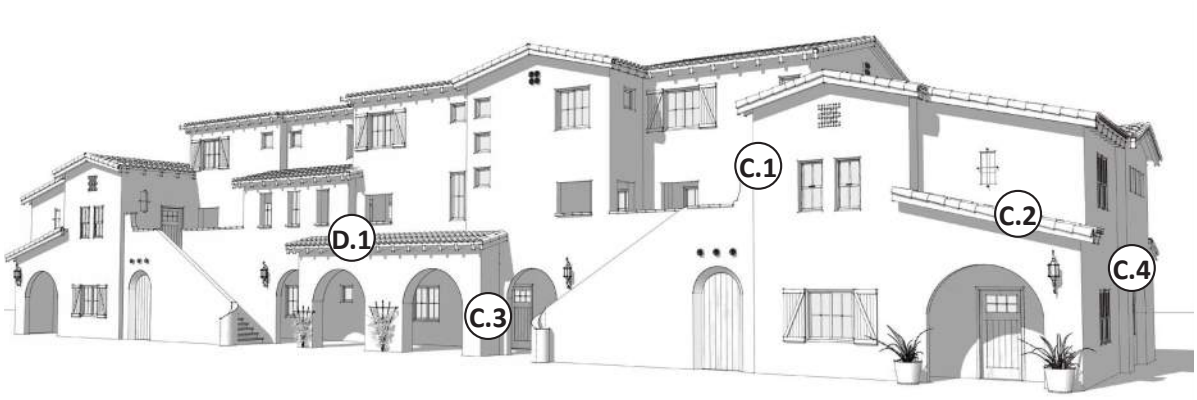
1.3.E Windows and Doors

E.1. Windows shall be articulated with a minimum of two (2) of the following elements: accent trim, sills, shutters, window flower boxes, awnings, trellises, and/or other elements authentic to the architectural style of the building. Refer to Exhibits 1-10, 1-11, and 1-12 for stylistic appropriate window articulation elements.

E.2. Garages shall be a secondary element on a building's main façade through the incorporation of a recess to minimize the visual impact of the garage door and parking apron from the street. Side loaded garages may be provided for up to 30% of a neighborhood's residences.

E.3. Mirrored glass and/or reflective coating on doors and window glass and garage doors is prohibited.

Building Form, Roofs - Refer to page A-28 for callout text.



1.3.F Entries and Porches

F.1. Multi-family buildings shall have porches, patios, balconies, or walkways that front onto the street, pocket park, common open space, or open space.

F.2. Each multi-family unit is required to provide private open space, such as a porch, patio, deck, or balcony. Refer to Chapter 2 for minimum private open space requirements for individual units.

F.3. Porches and patios shall have a minimum depth of six (6) feet and balconies shall have a minimum depth of four (4) feet (Note: porch posts or columns may protrude into the minimum depth area).

1.3.G Colors and Materials

G.1. Building designs shall include a minimum of one (1) principal color and a maximum of three (3) accent colors.

G.2. The primary exterior material for buildings shall be wood, composite wood, stone, stone veneer, granite, slate, brick, brick veneer, stucco, plaster, fiber cement, aluminum/steel (color coated only), or steel. Refer to Exhibits 1-10, 1-11, and 1-12 for stylistic appropriate colors and materials.

G.3. Changes in material or color shall occur at inside corners of intersecting walls or at architectural features that break up the wall plane, such as columns.

Windows and Doors, Entries and Porches, Colors and Materials - Refer to page A-28 for callout text.



1.3.H Residential Fencing/Walls

H.1. Perimeter fencing type shall be wood, composite wood-textured, open style metal, stucco wall, stone and/or a combination of the listed materials.

H.2. Where a side or rear yard is abutting a residential or commercial land use, closed wood fencing or stucco wall and/or similar composite wood-textured material shall be used. Refer to Exhibit 1-4.

H.3. Where a side or rear yard is abutting, or open space use, wood fencing and/or similar composite wood-textured material or stucco wall shall be used to 4-feet in height with an additional 2-feet comprised on top of a minimum 50% open rail permeable fencing. Refer to Exhibit 1-6.

H.4. Rear yard fencing adjacent to or across from Recreation or Open Space land uses shall utilize either an open style metal fence type or wood fencing and/or similar composite wood-textured material shall be used to 4-feet in height with an additional 2-feet comprised on top of a minimum 50% open rail permeable fencing. Fencing selection shall be consistent across an individual neighborhood. Refer to the Residential Single-Family Fencing Exhibit.

H.5. If fencing required at multi-family neighborhoods (Neighborhoods 1, 2, 10A and 10B), it shall be located at required setbacks and be open style metal style. Refer to Exhibit 1-5.

H.6. Finished side of fencing should face street side yards, open spaces, or other public spaces. The finished side of fencing is defined as the primary face of a fence.

H.7. Use of chain link, razor/barbed wire, non-matte finish vinyl fencing, and temporary fencing, except for construction related temporary fencing, are prohibited.

H.8. Three-rail, split rail fence of wood or similar composite wood-textured material shall be provided at streets, as shown in the Recreation and Open Space Fencing exhibit.

1.3.I Private and Common Open Spaces

I.1. All multi-family residences shall have at least one private open space in accordance with the standards in Chapter 2 of the DRSP.

I.2. Private open space for multi-family residences may include balconies, patios, porches, roof decks, and/or side and rear yards.

I.3. All multi-family neighborhoods shall provide a minimum of one (1) common open space area that includes a minimum of one (1) active element (e.g. pool, play area, bocce, permanent corn hole, recreation room with exercise equipment) in accordance with the standards in Chapter 2 of the DRSP.

1.3.J Landscape

J.1. Native trees, plants, and other low water using plant varieties shall be integrated into the neighborhoods consistent with the County Planting List and cover a minimum of 20% of the common area.

J.2. Native coast live oak trees shall be used in neighborhood parkways.

J.3. If irrigated turf is utilized as part of landscape design, it shall not exceed 5% of the lot area.

J.4. Front yard landscaping shall be installed by the developer prior to occupancy by a resident.

J.5. Landscape design shall be consistent with applicable Model Water Efficient Landscape Ordinance (MWELO) requirements for water efficiency.

J.6. All neighborhood landscape plans shall be prepared by a licensed landscape architect.

1.3.K Lighting

K.1. Type and design of site and building lighting fixtures shall be “dark-sky” compliant, consistent with the International Dark-Sky Association or County of San Luis Obispo requirements.

K.2. Building lighting shall complement the architectural style of the building it serves. Refer to Exhibits 1-10, 1-11, and 1-12 for stylistic appropriate lighting.

K.3. Special care shall be taken to control glare and direct visibility of security lighting illumination sources, and to confine illumination to the property on which the fixtures are located.

1.3.L Utilitarian

L.1. Rain gutters, downspouts, vents, and roof protrusions shall match the adjacent building color.

L.2. Any outdoor mechanical or utility equipment/meters, antennae, “dish type receivers”, etc., whether on a roof, side of a structure, or ground mounted shall be screened from view to not be visible from the street frontage. Method of screening shall be architecturally integrated with the adjacent structure in terms of materials, color, shape, and size, or if ground mounted, may include landscaping.

L.3. Garages for residences shall provide storage space for trash/recycling/green waste receptacles inside the garage or if located outside the garage shall be screened from view along a side yard. For multi-family residences where consolidated locations are proposed, trash, recycling, and green waste areas shall be located within enclosures and screened from view with solid walls/fencing and/or landscape screening.

L.4. Utility service areas for multi-family buildings are required to be placed within enclosures that are architecturally integrated into the building design, unless otherwise specified by the applicable utility provider.

1.3.M Accessory Structures

M.1. Accessory structures, including detached garages and carports, accessory dwelling units, mailboxes, storage and maintenance facilities, and common area recreational facilities shall include a minimum of two (2) materials, colors, or architectural details as the primary residential buildings they serve.

1.3.N Signage

Signage for the individual neighborhoods within the DRSP shall be subject to the objective design standards below.

N.1. Future neighborhoods are required to submit a sign program for review and approval, consistent with the County's Sign Ordinance.

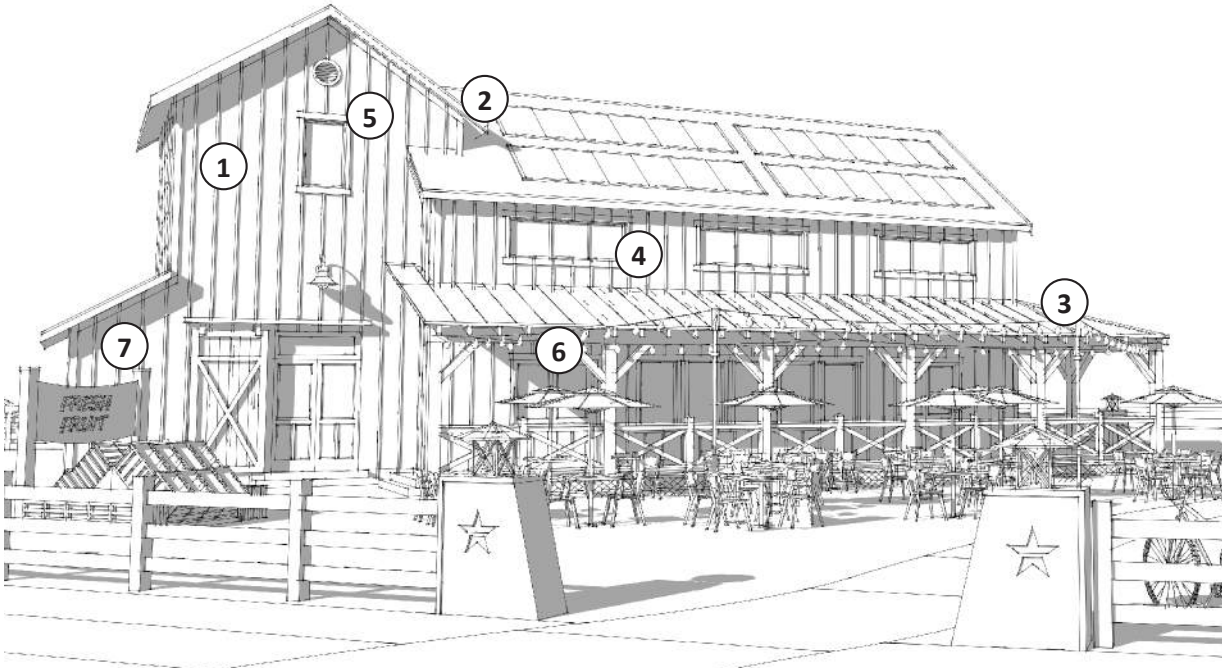
2.1 COMMERCIAL DESIGN GUIDELINES

The following design guidelines apply to commercial, office, hotel, and educational development within the Village Commercial and Flex Commercial land uses of the DRSP. Residential uses within the Village Commercial and Flex Commercial land uses shall meet the objective design standards of 1.3 Multi-Family Residential Objective Design Standards. As part of a permit application submittal, an analysis shall be provided to the County demonstrating how a project complies with the relevant design guidelines.

2.1.A Architectural Styles

A.1. All buildings shall be designed with an Agrarian style of architecture. However, building(s) within the Flex Commercial land use areas are allowed to use contemporary interpretations of Agrarian style to accommodate the equipment and functional requirements associated with larger structures. Refer to Exhibit 2-1.

Exhibit 2-1: Commercial Architectural Character with Contemporary Interpretations (Village Commercial shown)



1. Vertical accent massing at entries
2. Long, horizontal shed and gable roofs steep in pitch e.g. 6:12
3. Hipped roofs at attached or accent elements
4. Wood-like surrounds for windows and doors
5. Accentuated lintels and sills
6. Accent features like wood brackets and metal vents and roofs
7. Vertical accent material e.g. board and batten siding

The graphics shown above are conceptual in nature and are not intended to be reflective of a specific project, rather they are provided as inspiration for architects and designers.

2.1.B Site Design

B.1. Buildings should be sited close to and oriented toward external streets. Building design should incorporate pedestrian walkways, outdoor seating, and landscape areas where practical.

B.2. Parking in Village Commercial areas should be internalized behind building groups or oriented away from street frontages to minimize visual impact on the street where practical. In the Flex Commercial land use, landscaping, low walls, berms, and/or other means to minimize views of parking areas while maintaining views of buildings necessary for their success on site should be pursued.

B.3. Plazas, courtyards, pocket parks, and outdoor cafes should be designed in an inviting manner that encourages pedestrian use through the incorporation of trellises, pergolas, art, seating, and shade trees.

B.4. Site amenities, including benches, drinking fountains, provisions for bicyclists, and public art, should be utilized and should complement the project's architectural character.

B.5. Streetscape at the roundabout should utilize special features such as unique street furniture, street lights, increased and planting intensity, unique signage and other special details and enhancements to assure the Village Center is a focal point of the project.

Site Design Concept



2.1.C Building Form

C.1. The appearance of several smaller buildings, rather than one large building, should be pursued to foster an intimate, pedestrian-friendly scale.

C.2. Vertical elements such as towers should be used to accent horizontal massing and provide visual interest, especially on corner buildings.

C.3. For the Village Commercial, buildings shall be designed in a manner such that all sides of the building have been detailed to complement the primary street elevation in architecture, details, and materials. Buildings should be aesthetically pleasing from all angles, especially for buildings that have high visibility. Particularly in the Flex Commercial land use, buildings that require significant utility and service areas shall incorporate screening into the design of the building, site planning, and landscape design.

C.4. For the Flex Commercial, architectural emphasis should be placed at the primary street elevations, allowing for necessary "back of house" operations at rear.

C.5. Pedestrian scale should be created through the use of awnings, arches, walls, trellises, arbors, pergolas, and/or other architectural elements. These elements should be integrated into the building design to avoid the look of "tacked on" architectural features.

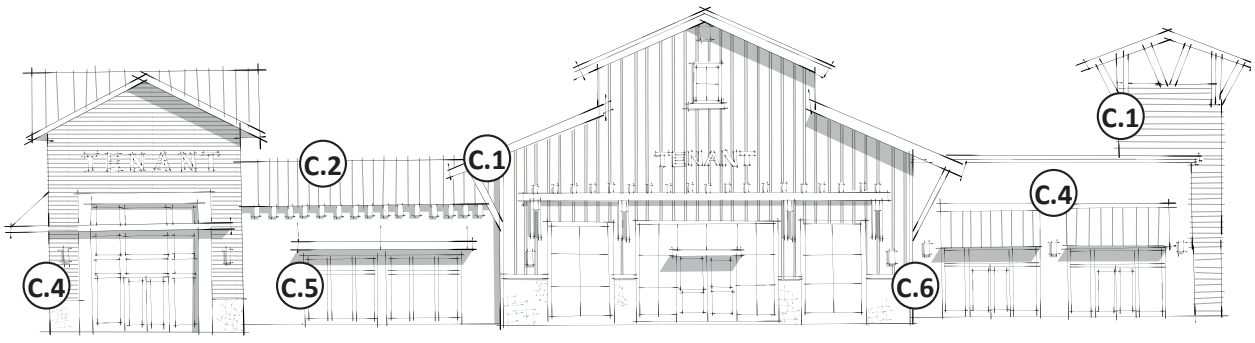
C.6. Storefront windows, display cases, and other elements that provide visual interest to facades should be provided. Mirrored glass or reflective coatings are prohibited.

C.7. Details such as wall surfaces constructed with patterns, changes in materials, building pop-outs, columns, and recessed areas should be used to create shadow patterns and depth on the wall surfaces.

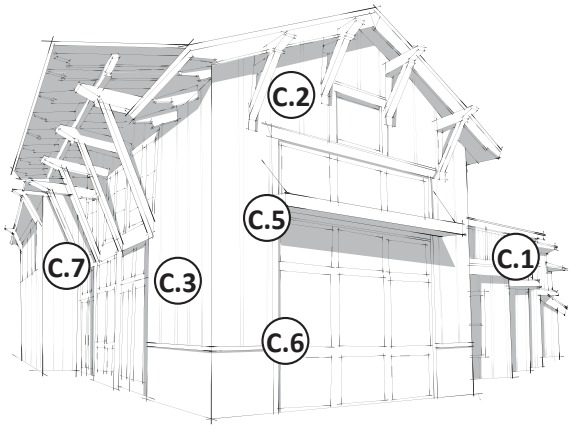
C.8. Building facades facing paseos or plazas should be articulated with detail and display windows.

C.9. Murals, trellises, or vines should be placed on large expanses of walls at the rear or sides of buildings to soften the appearance and create visual interest.

Building Form (Flex Commercial Character shown)



The graphics shown above are conceptual in nature and are not intended to be reflective of a specific project, rather they are provided as inspiration for architects and designers.



Building Form Character (Village Commercial shown) - Refer to page A-35 for callout text.

The graphics shown above are conceptual in nature and are not intended to be reflective of a specific project, rather they are provided as inspiration for architects and designers.

2.1.D Roofs

D.1. A variety of roof planes and pitches, porches, overhangs, and accent details should be incorporated into the commercial designs to increase the visual quality and character of a building, while reducing the bulk and size of the structure.

D.2. Roofs with hips and gables, are preferred in the Village Commercial land use.

D.3. Buildings in the Flex Commercial land use are allowed to have flat or low pitched roofs but should incorporate parapets or other architectural elements to break up long horizontal rooflines. Accent mansard roofs consistent with the Agrarian style are allowed, except at building corner locations. Refer to 2.1.L Utilitarian for roof screening design guidelines.

2.1.E Windows and Doors

E.1. Windows, doors, and service doors visible from the street should incorporate architectural detailing and color that is consistent with the overall architectural style of the building.

E.2. Windows should be articulated with accent trim, sills, shutters, window flower boxes, awnings, trellises, and/or other elements authentic to the architectural style of the building.

2.1.F Primary Entries

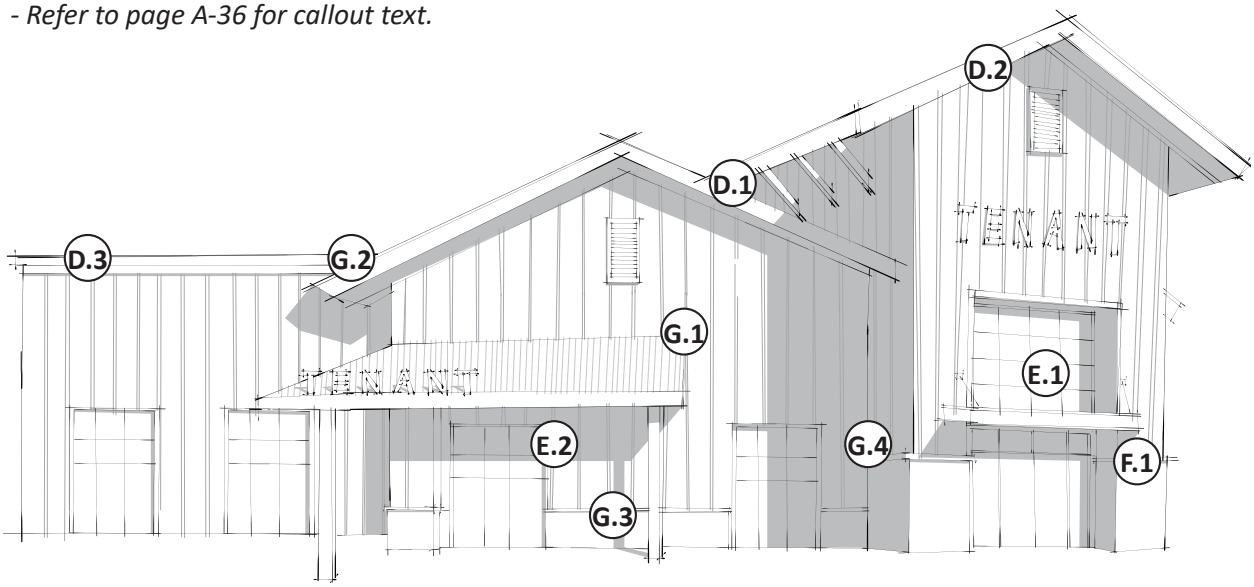
F.1. Primary entries for commercial uses should be emphasized through the use of building form, architectural detailing, lighting, landscaping, and/or unique paving, among other elements.

2.1.G Colors and Materials

G.1. Materials and colors should be used in an authentic manner, reinforcing the chosen architectural style.

G.2. Roof materials and colors consistent with the architectural style of the commercial use should be incorporated to enhance the character of the community.

Roofs, Windows and Doors, Primary Entries, Colors and Materials
- Refer to page A-36 for callout text.



The graphics shown above are conceptual in nature and are not intended to be reflective of a specific project, rather they are provided as inspiration for architects and designers.

G.3. Where appropriate to the architectural style, consider varying materials and textures between the base and body of a building to break up large wall planes and add a visual base to the building.

G.4. Material changes should occur at intersecting planes to appear substantial and integral to the facade. Material or color changes at the outside corners of structures should be avoided.

2.1.H Commercial Fencing

H.1. Where a commercial land use is abutting residential, open space, or recreation land uses, no side, street side, or rear yard fencing is required. Parallel walls between residential and commercial land uses are discouraged. Refer to Chapter 2 of the DRSP for relevant commercial fencing development standards.

H.2. Use of chain link, razor/barbed wire, non-matte finish vinyl fencing, and temporary fencing, except for construction related temporary fencing, are prohibited. Chain link fence may be utilized along the Highway 101 frontage, consistent with Caltrans requirements.

2.1.I Landscape

I.1. Native trees, plants, and other low water using plant varieties are encouraged within the DRSP and should be integrated into the project to the extent practical.

I.2. Native coast live oak trees shall be used within the design of commercial land uses areas, such as for street trees, parkways, and plazas.

I.3. Landscape design shall be consistent with applicable Model Water Efficient Landscape Ordinance (MWELO) requirements for water efficiency.

I.4. All landscape plans shall be prepared by a licensed landscape architect.

2.1.J Highway 101 Landscape Buffer

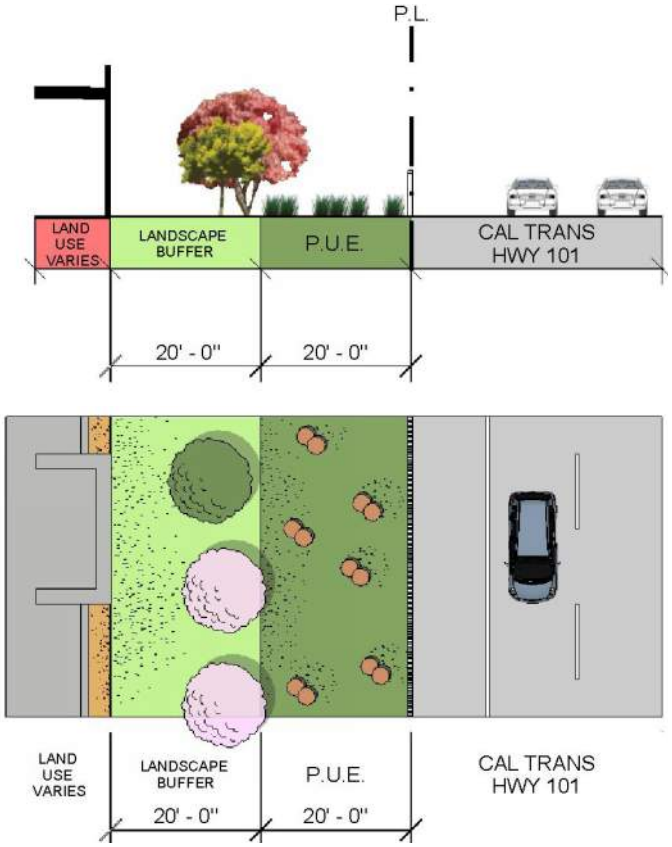
In order to sensitively address the DRSP adjacency to U.S. Highway 101, the following screening standards apply to commercial land uses located adjacent to U.S. Highway 101.

J.1. A minimum 40-foot landscape buffer (20-foot PUE and 20-foot landscape buffer on-site - refer to Table 2.7 in Chapter 2) shall be provided along U.S. Highway 101 where commercial land use "back of house" areas are located directly adjacent to U.S. Highway 101. Landscape buffer plantings utilized shall be selected to be compatible with the overall character and aesthetic of the DRSP, such as oak trees and/or other native plantings.

J.2. To the extent permissible and practical, the existing 20-foot PUE adjacent to U.S. Highway 101 shall be landscaped, consistent with So Cal Gas requirements.

J.3. Where parking or a drive aisle is to be located directly adjacent to U.S. Highway 101, a berm, headlight hedge, and/or masonry wall no higher than 48-inches shall be provided to minimize cross highway lighting. Where masonry walls are to be used, walls shall be of a consistent design and character along the entire U.S. Highway 101 property line.

Highway 101 Landscape Buffer



J.4. Trash and recycling enclosures and loading areas should be located to minimize views from U.S. Highway 101 and screened through use of vertical growing landscaping or walls.

J.5. Any mechanical or other outdoor equipment, whether on a roof or side of a structure visible from U.S. Highway 101, should be appropriately screened from view. The method of screening should be architecturally compatible with the adjacent structure in terms of materials, colors, shape, and size and be used in combination of vertically growing landscaping, where practical.

2.1.K Lighting

K.1. Pedestrian lighting should incorporate a cohesive design that is consistent with the vision and character of the DRSP.

K.2. Fixtures for pedestrian lighting should be made of durable and high-quality materials for maximum resistance to vandalism and tampering.

K.3. Pedestrian lighting should be utilized in paseos, plazas, parking lots, and other public areas, except for open space land uses , to delineate pedestrian spaces and pathways.

K.4. Parking lot light pole bases should incorporate a cohesive design for consistency throughout the DRSP where required.

K.5. Architectural and landscape lighting should complement the architectural style of the building it serves and be dark sky compliant.

K.6. Architectural and landscape up-lighting, if proposed, should only be used to highlight special features or elements.

K.7. Ambient lighting with exposed bulbs, such as string lights, may be allowed to accent outdoor dining and seating areas, plazas, patios, and event spaces (but must be dark sky compliant).

K.8. Special care shall be taken to control glare and direct visibility of security lighting illumination sources, and to confine illumination to the property on which the fixtures are located.

2.1.L Utilitarian

L.1. Rain gutters, downspouts, vents, and other roof protrusions should complement the adjacent building materials and/or colors.

L.2. Any outdoor mechanical equipment, whether on a roof, side of a structure, or ground mounted should be appropriately screened from view. Method of screening should be architecturally integrated with the adjacent structure in terms of materials, color, shape, and size with solid walls/fencing and/or landscape screening.

L.3. Utility service areas for commercial land uses should be placed within enclosures that are architecturally integrated into the building design.

L.4. Loading and "back of house" areas should be located to the rear of a site and be adequately screened from view. Walls may be used up to six (6) to eight (8) feet in height to allow for screening and noise buffering.

L.5. Trash enclosure and recycling storage areas should be located in convenient areas with reduced visual prominence.

2.1.M Signage

Signage for the commercial areas within the DRSP shall be subject to the design guidelines outlined below.

M.1. Signage for the individual commercial land uses shall be consistent with the County of San Luis Obispo Sign Ordinance.

3.1 Recreation and Open Space Design Guidelines

The following design guidelines apply to Recreation and Open Space land uses within the DRSP. As part of a relevant permit application submittal, an analysis shall be provided to the County demonstrating how a project complies with the relevant design guidelines.

3.1.A Neighborhood Park

A.1. The Neighborhood Park should be designed to provide passive neighborhood recreation needs.

A.2. Neighborhood Park features may include bicycle racks, drinking fountains, entry signage and landscaping, picnic areas, irrigation/landscaping, parking, restrooms, trail connections, trash and recycle bins, and/or wayfinding signage.

A.3. Any on-site parking associated with the Neighborhood Park should be located within a parking lot or other parking space configurations on the north side of the park.

A.4. Programming of the Neighborhood Park may include shared facilities or related uses with the proposed privately owned and operated child day care facility.

A.5. Design of the restroom building shall be consistent with an Agrarian architecture theme.

Neighborhood Park Concept



3.1.B Equestrian Staging Area

B.1. The equestrian staging area should provide a minimum of eight (8) parking spaces that can accommodate a vehicle with trailer configuration to allow for adequately loading/off-loading and saddling of horses.

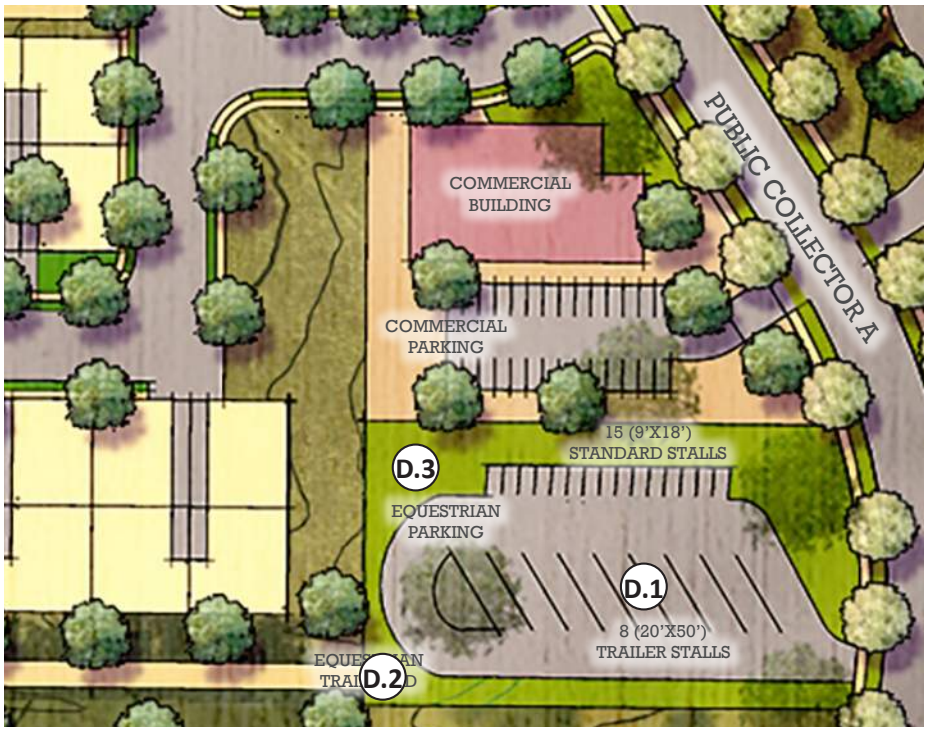
B.2. A trailhead should be provided with hitching posts, perimeter fencing, wayfinding signage, and information kiosk.

B.3. Temporary restroom facilities should be located to minimize visibility from the Frontage Road and adjacent neighborhoods. Landscaping, fencing, and/or other design interventions should be used to minimize visibility of these facilities.

3.1.C Basins and Low-Impact Development

A number of basins as well as roadside low-impact development areas intended to treat and mitigate runoff are proposed as part of the DRSP. The following provides design direction for basins and roadside low-impact development areas within the DRSP.

Equestrian Staging Area Concept



C.1. Basins shall incorporate fencing, per County standards. Access gates shall be constructed of the same material and include a minimum opening of 14-feet.

C.2. Trees, shrubs, and ground cover used for screening views of the basins shall be native, drought tolerant, and/or low water using. If landscaping is allowed within the deep basin, it shall be able to thrive during seasonal conditions while maintaining access and functionality of the facility.

C.3. Basins should contain location appropriate landscaping that is able to thrive during seasonal conditions

C.4. Roadside low-impact development areas should utilize a combination of decorative rock and gravel, location appropriate landscaping, and necessary inlets and/or catch basins.

3.1.D Recreation and Open Space Fencing

D.1. Three-rail, split rail fence of wood or similar composite wood-textured material shall be used at pubic neighborhood parks, pocket parks, and streets, as shown in the Recreation and Open Space Fencing exhibit.

D.2. Open style metal fence may be use at Equestrian Staging Area and shall be setback ten (10) feet from the property line, as shown on the Recreation and Open Space Fencing Exhibit.

D.3. Use of razor/barbed wire, non-matte vinyl fencing, and temporary fencing, except for construction related temporary fencing, are prohibited. Chain link may be used to provide security for recreation land uses and basins but shall be black vinyl clad, or equivalent, with posts to match.

3.1.E Landscape

E.1. Native trees, plants, and other low water using plant varieties are encouraged within the DRSP and should be integrated to the extent practical.

E.2. Native coast live oak trees shall be used within the design of recreation areas, such as at trails and the neighborhood park.

E.3. Landscape design shall be consistent with applicable Model Water Efficient Landscape Ordinance (MWELO) requirements for water efficiency.

E.4. All landscape plans shall be prepared by a licensed landscape architect.

3.1.F Lighting

F.1. Type and design of street and pedestrian light fixtures shall be “dark-sky” compliant.

F.2. Street and pedestrian lighting shall incorporate a cohesive design that is consistent with the vision and character of the DRSP.

F.3. Fixtures for street and pedestrian lighting shall be made of durable and high-quality materials for maximum resistance to vandalism and tampering.

F.4. Pedestrian lighting shall be utilized in parking lots and other public areas, except for open space land uses, to delineate pedestrian spaces and pathways.

F.5. Attractive parking lot light pole bases shall incorporate a cohesive design for consistency throughout the DRSP where required.

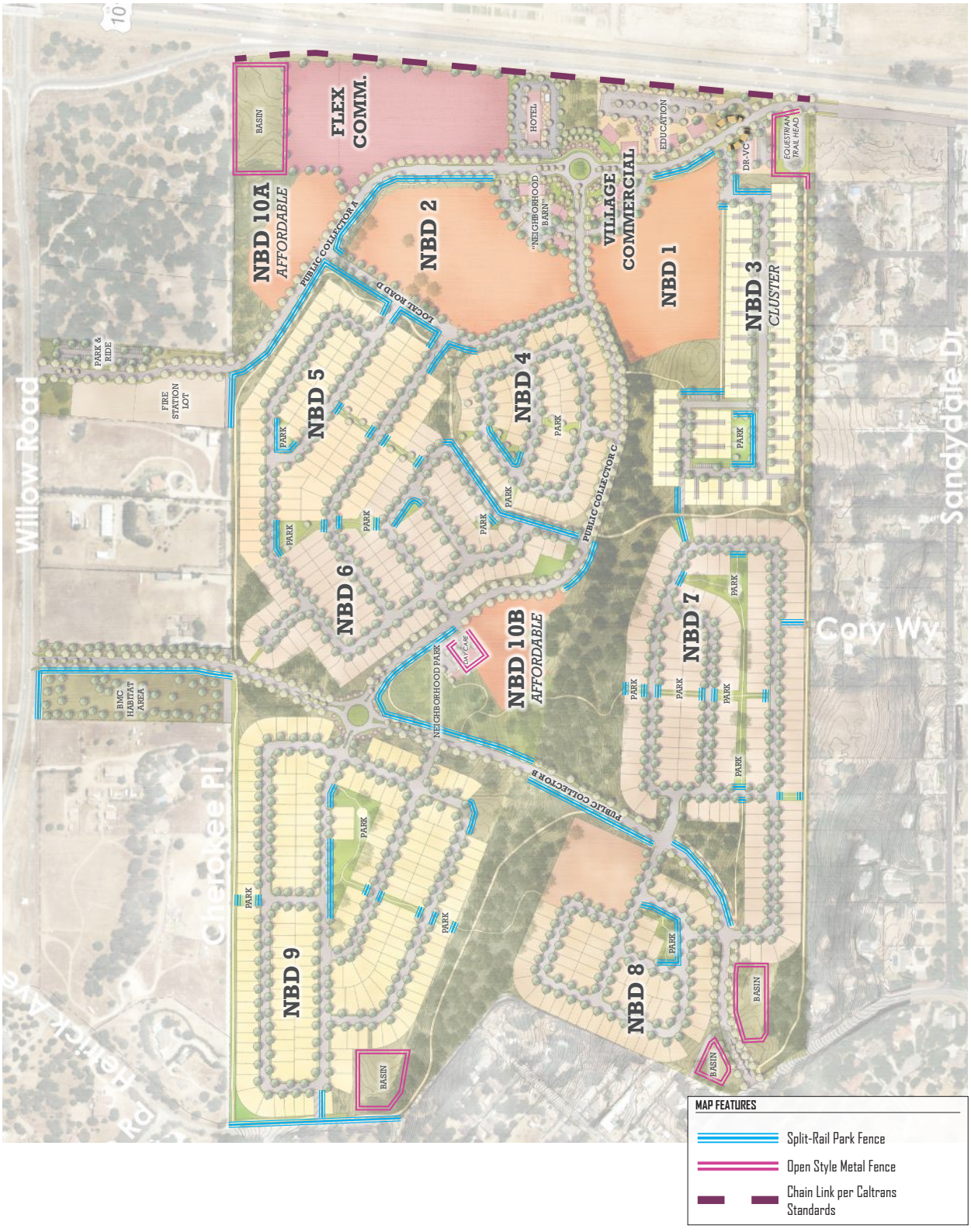
F.6. Architectural and landscape lighting shall complement the architectural style of the building it serves.

F.7. Architectural and landscape up-lighting, if proposed, shall only be used to highlight special features or elements.

F.8. Ambient lighting with exposed bulbs, such as string lights, may be allowed to accent seating areas and event spaces.

F.9. Special care shall be taken to control glare and direct visibility of illumination sources, and to confine illumination to the property on which the fixtures are located.

Recreation and Open Space Fencing



3.1.G Utilitarian

G.1. Rain gutters, downspouts, vents, and other roof protrusions should complement the adjacent materials and/or colors.

G.2. Any outdoor mechanical equipment, whether on a roof, side of a structure, or ground mounted should be appropriately screened from view to not be visible from the street frontage. Method of screening should be architecturally integrated with the adjacent structure in terms of materials, color, shape, and size, or if ground mounted, may include landscaping.

G.3. Trash enclosure and recycling storage areas should be located in convenient areas with reduced visual prominence.

3.1.H Signage

H.1. Pedestrian-oriented projecting, sculptured cantilevered, or individually crafted plaque signs are encouraged within recreation and open space areas, such as at trailheads, neighborhood park, and other open space areas.

H.2. Recreation and open space signage within the DRSP shall complement the vision and character outlined for the project in terms of material and color use, placement, and design.

H.3. Directional signs located at or along trails or pathways shall be a maximum size of two (2) square feet in size.

H.4. Future signage projects are required to submit a sign program for review and approval, consistent with the County's Sign Ordinance.

4.1 Child Day Care Centers Objective Design Standards

The following objective design standards apply to the Child Day Care Center located in the neighborhood park. As part of a permit application submittal, an analysis shall be provided to the County demonstrating how a project complies with the relevant objective design standards.

4.1.A Architectural Styles

A.1. The Child Day Care Center shall be designed with an Agrarian style of architecture.

4.1.B Building Form

B.1. Massing design shall include a minimum of two (2) of the following elements: variation in wall plane with a minimum 2-foot projection/recess, a minimum 2-foot variation in wall height, and/or a minimum of two roof planes and pitches at different levels..

4.1.C Roofs

C.1. A minimum of two (2) roof planes and pitches, overhangs, and/or accent details shall be incorporated into home designs to increase the visual quality and character of a building.

4.1.D Windows and Doors

D.1. Windows shall be articulated with a minimum of two (2) of the following elements: accent trim, sills, shutters, window flower boxes, awnings, trellises, and/or other elements authentic to the architectural style of the building.

D.2. Mirrored glass and/or reflective coating on doors and window glass and garage doors is prohibited.

4.1.E Colors and Materials

E.1. Building designs shall include a minimum of one (1) principal color and a maximum of three (3) accent colors.

E.2. The primary exterior material for buildings shall be wood, composite wood, stone, stone veneer, granite, slate, brick, brick veneer, stucco, plaster, fiber cement, aluminum/steel (color coated only), or steel.

E.3. Changes in material or color shall occur at inside corners of intersecting walls or at architectural features that break up the wall plane, such as columns.

4.1.F Recreation and Open Space Fencing

F.1. Three-rail, split rail fence of wood or similar composite wood-textured material shall be used at pubic neighborhood parks, pocket parks, and streets, as shown in the Recreation and Open Space Fencing exhibit.

F.2. Open style metal fence may be use at Child Day Care Center and shall be setback ten (10) feet from the property line, as shown on the Recreation and Open Space Fencing Exhibit.

F.3. Use of razor/barbed wire, non-matte vinyl fencing, and temporary fencing, except for construction related temporary fencing, are prohibited. Chain link may be used to provide security for recreation land uses and basins but shall be black vinyl clad, or equivalent, with posts to match.

4.1.G Landscape

G.1. Native trees, plants, and other low water using plant varieties shall be integrated into the landscape design, consistent with the County Planting List, and cover a minimum of 10% of a lot.

G.2. If irrigated turf is utilized as part of landscape design, it shall not exceed 5% of the lot area.

G.3. Front yard landscaping shall be installed by the developer prior to occupancy by the child day care center.

G.4. Landscape design shall be consistent with applicable Model Water Efficient Landscape Ordinance (MWELO) requirements for water efficiency.

G.5. All landscape plans shall be prepared by a licensed landscape architect.

4.1.H Lighting

H.1. Type and design of site and building lighting fixtures shall be "dark-sky" compliant, consistent with the International Dark-Sky Association or County of San Luis Obispo requirements.

H.2. Special care shall be taken to control glare and direct visibility of security lighting illumination sources, and to confine illumination to the property on which the fixtures are located.

4.1.I Utilitarian

I.1. Rain gutters, downspouts, vents, and roof protrusions shall match the adjacent building colors.

I.2. Any outdoor mechanical or utility equipment/meters, antennae, "dish type receivers", etc., whether on a roof, side of a structure, or ground mounted shall be screened from view to not be visible from the street frontage. Method of screening shall be architecturally integrated with the adjacent structure in terms of materials, color, shape, and size, or if ground mounted, may include landscaping.

4.1.J Signage

Signage for child day care centers within the DRSP shall be subject to the objective design standards outlined below.

J.1. Signage for the individual commercial land uses shall be consistent with the County of San Luis Obispo Sign Ordinance.

5.1 Gateways and Wayfinding Signage Design Guidelines

Gateway and wayfinding signage are important elements to bring attention to and direct future residents and visitors of the DRSP. The following design guidelines are relevant to the gateway and wayfinding signage for the DRSP. As part of a relevant permit application submittal, an analysis shall be provided to the County demonstrating how a project complies with the relevant design guidelines.

1. Primary gateway monuments shall be provided at Frontage Road/Willow Road, Collector B/Willow Road, and at the intersection of Frontage Road/1st Intersection. Signage face containing the text portion of the primary gateway monuments will be approximately 12-feet high by 20-feet wide, excluding raised planter area at base of the sign and the vertical support.

2. Secondary gateway monuments shall be provided at Frontage Road/Cherokee Place, Collector B/Cherokee Place, and Collector B/Pomeroy Road.

3. All gateway monuments shall utilize an agrarian architecture theme that reflects the DRSP character, with similar materials and colors as shown in the concepts below.

4. Gateway monuments shall incorporate a combination of decorative walls, accent landscaping, enhanced paving, accent lighting, and specimen trees - preferably coast live oaks.

5. Secondary gateway shall be subordinate to the primary gateways but will maintain consistency in terms of materials and colors and decorative elements utilized.

6. Wayfinding and directional signage should be located at key locations within the DRSP to provide direction to important services and destinations, such as commercial areas, parks, trailheads, or trail crossings.

7. Design of other wayfinding and directional signage shall be in keeping with the DRSP character and then theming of the gateway signage.

Primary Gateway Concept - Frontage Road at Southeast Entry



Primary Gateway Concept - Frontage Road at Willow Road

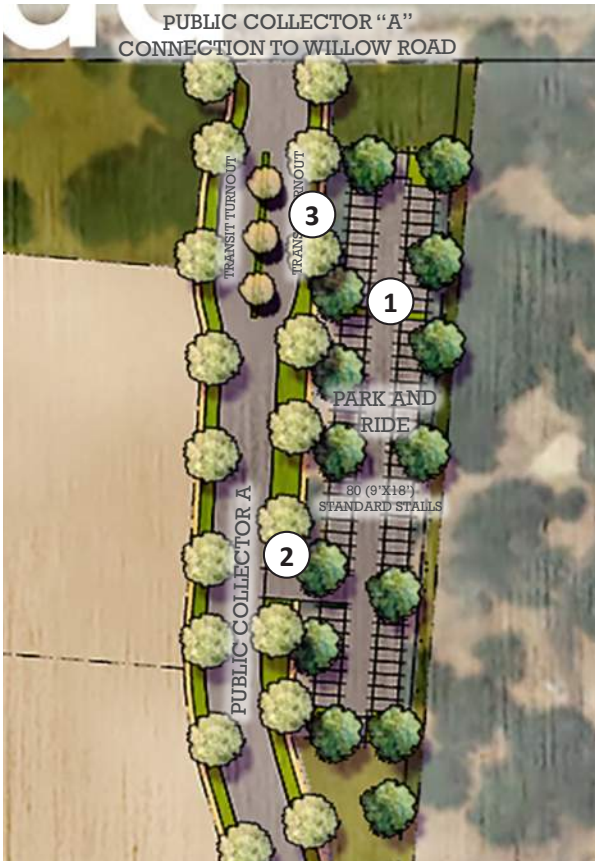


6.1 Park and Ride and Transit Stops Design Guidelines

The following design guidelines are applicable to the Park and Ride facility and transit stops within the DRSP. As part of a relevant permit application submittal, an analysis shall be provided to the County demonstrating how a project complies with the relevant design guidelines.

1. The Park and Ride shall contain a minimum of eighty (80) parking spaces.
2. Signage and lighting required for the Park and Ride facility shall be consistent with County requirements.
3. Any required shelter, signage, or lighting for transit stops within the DRSP shall be subject to the requirements of the San Luis Obispo Regional Transit Authority.
4. Native trees, plants, and other low water using plant varieties are encouraged within the DRSP and should be integrated to the extent practical.

Park and Ride Concept



B. Phasing and Public Improvements Implementation Matrix

The following phasing and public improvements implementation matrix contains detailed descriptions of the anticipated order of buildout of the DRSP and builds upon the information described in Chapter 5: Infrastructure and Phasing. Phases shown address goals to accommodate orderly development and provision of services. They represent a reasonable approach to extending services and infrastructure throughout the DRSP. In some cases, property owners may wish to develop phases concurrently or in a different order than anticipated. This will be permitted provided all public improvements needed to support proposed development are completed, and that circulation is provided for secondary access, as further discussed in Chapter 7, Implementation and Administration.

		Neighborhood's / Lots							
		1							
	Phase	1A	1A	1A	1A	1A	1A	1A	1B
	Neighborhood Designations	1 (MF)	2 (MF)	3	5	N/A	10A	Village Comm	Flex Comm
	Lot Numbers (see Master Vesting Tentative Tract No. 3159)	Lot 1	Lot 2	Lot 3	Lot 5	Lot 11	Lot 12	Lot 17 & 18	Lot 13 -16
Circulation	Collector A to Willow (Includes N. Frontage Road from property boundary to Sandy Dale Dr.)	X	X	X	X	X	X	X	X
	Park and Ride along Collector A (near Willow)	X	X	X	X	X	X	X	X
	Willow and Collector A intersection	X	X	X	X	X	X	X	X
	Portion of Collector C (Eastern 600' +/-)	X	X	X	X	X	X	X	
	Local Road D (Connects Collector A & C)	X	X	X	X	X	X	X	X
	Collector B (From Pomeroy Rd. to Collector C)								X
	Collector B (From Collector C to Willow Rd. (Within 24 months. of permit issuance)								X
	Portion of Collector B (Northern 1300' +/- from Pomeroy)								
	Collector B (After 150 Dwelling units or within 36 months of permit issuance)								
	Collector B (Pomerory to Willow)								
	Pomerory and Collector B intersection								X
	Collector B and Willow intersection								X
	Hetrick Avenue & Pomerory Intersection								
	Conversion of a segment of Hetrick to Emergency Access only								
	Collector C (between Collector B and Local Road D)								
	Collector C (between Collector A and B) & County Park								X
	Closure of Hetrick Avenue and Pomeroy Road								
Sewer	Extention of Sewer in North Frontage Road and Collector A + Lift Station for DR flows	X	X	X	X	X	X	X	X
	Sewer in Collector C (Eastern 600' +/-)								
	Sewer in Local Road (North Eastern 675' +/-)	X	X	X	X	X	X	X	X
	Sewer from Collector A to Collector B - Provide stub for Phase 3								X
	Sewer Main in Collector B								
	Lift Station to Serve Neighborhood 9								
	Lift Station to Serve Neighborhood 8								
	Note: "X" indicates which prerequisite backbone infrastructure component must be consturcted or installed before the development of each lot.								

		Neighborhood's / Lots							
		1							
	Phase	1A	1A	1A	1A	1A	1A	1A	1B
	Neighborhood Designations	1 (MF)	2 (MF)	3	5	N/A	10A	Village Comm	Flex Comm
	Lot Numbers (see Master Vesting Tentative Tract No. 3159)	Lot 1	Lot 2	Lot 3	Lot 5	Lot 11	Lot 12	Lot 17 & 18	Lot 13 -16
Water	Extend Water Infrasturcture in North Frontage Road / Collector A to Willow	X	X	X	X	X	X	X	X
	Water in Collector C (Eastern 600' +/-)	X	X	X	X	X	X	X	X
	Water in Local Road (North Eastern 675' +/-)	X	X	X	X	X	X	X	X
	Water in Collector B (connecting Pomeroy and Willow)								
	Water in Collector C (between Collector A and B)								
	Water in Local Road (between NBD 2 and 4)								
Storm Drain	Storm Drain Infrastructure in Collector A (including basins)	X	X	X	X	X	X	X	X
	Storm Drain in Collector C (600' +/-)								
	Storm Drain Infrastructure in Collector B (including basins near Pomeroy and on the west side of the Park)								
	Large Basin NBD 9 Include the infrastructure								
	Storm Drain Infrastructure in Collector C (including basins near Neighborhod 6)								
	Note: "X" indicates which prerequisite backbone infrastructure component must be consturcted or installed before the development of each lot.								

		Neighborhood's / Lots						
		2			3			
	Phase	2A	2A	2B	3	3	3	3
	Neighborhood Designations	7	8	9	4	6	10B	Daycare
	Lot Numbers (see Master Vesting Tentative Tract No. 3159)	Lot 7	Lot 8	Lot 9 & 10	Lot 4	Lot 6	Lot 20	Lot 44
Circulation	Collector A to Willow (Includes N. Frontage Road from property boundary to Sandy Dale Dr.)							
	Park and Ride along Collector A (near Willow)							
	Willow and Collector A intersection							
	Portion of Collector C (Eastern 600' +/-)							
	Local Road D (Connects Collector A & C)							
	Collector B (From Pomeroy Rd. to Collector C)							
	Collector B (From Collector C to Willow Rd. (Within 24 months. of permit issuance)							
	Portion of Collector B (Northern 1300' +/- from Pomeroy)	X	X	X				
	Collector B (After 150 Dwelling units or within 36 months of permit issuance)	X	X	X				
	Collector B (Pomerory to Willow)				X	X	X	X
	Pomerory and Collector B intersection	X	X	X				
	Collector B and Willow intersection	X	X	X				
	Hetrick Avenue & Pomerory Intersection	X	X	X				
	Conversion of a segment of Hetrick to Emergency Access only	X	X	X				
	Collector C (between Collector B and Local Road D)				X	X	X	X
	Collector C (between Collector A and B) & County Park							
	Closure of Hetrick Avenue and Pomeroy Road	X	X	X				
Sewer	Extention of Sewer in North Frontage Road and Collector A + Lift Station for DR flows							
	Sewer in Collector C (Eastern 600' +/-)				X	X	X	X
	Sewer in Local Road (North Eastern 675' +/-)							
	Sewer from Collector A to Collector B - Provide stub for Phase 3	X	X	X				
	Sewer Main in Collector B	X	X	X				
	Lift Station to Serve Neighborhood 9			X				
	Lift Station to Serve Neighborhood 8	X	X					
	Note: "X" indicates which prerequisite backbone infrastructure component must be consturcted or installed before the development of each lot.							

		Neighborhood's / Lots						
		2			3			
	Phase	2A	2A	2B	3	3	3	3
	Neighborhood Designations	7	8	9	4	6	10B	Daycare
	Lot Numbers (see Master Vesting Tentative Tract No. 3159)	Lot 7	Lot 8	Lot 9 & 10	Lot 4	Lot 6	Lot 20	Lot 44
Water	Extend Water Infrasturcture in North Frontage Road / Collector A to Willow							
	Water in Collector C (Eastern 600' +/-)							
	Water in Local Road (North Eastern 675' +/-)							
	Water in Collector B (connecting Pomeroy and Willow)	X	X	X				
	Water in Collector C (between Collector A and B)				X	X	X	X
	Water in Local Road (between NBD 2 and 4)				X	X	X	X
Storm Drain	Storm Drain Infrastructure in Collector A (including basins)							
	Storm Drain in Collector C (600' +/-)				X	X	X	X
	Storm Drain Infrastructure in Collector B (including basins near Pomeroy and on the west side of the Park)	X	X	X				
	Large Basin NBD 9 Include the infrastructure	X	X	X				
	Storm Drain Infrastructure in Collector C (including basins near Neighborhod 6)				X	X	X	X
	Note: "X" indicates which prerequisite backbone infrastructure component must be consturcted or installed before the development of each lot.							

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C. Mitigation Monitoring and Reporting Program

This is a placeholder for the Mitigation Monitoring and Reporting Program (MMRP) that will be placed here from the DRSP Environmental Impact Report (EIR).

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CHAPTER 6: LAND USE CATEGORIES

A. INTRODUCTION

The LUE land use categories identify areas for similar and compatible land uses. The land use categories provide a basic order for development while allowing a range of uses in support of diversity and choice. The land use categories support the following goals:

1. To permit orderly and beneficial development, while protecting the character of neighborhoods and communities, and the social and economic viability of the county.

2. To reconcile discordant land uses by identifying the relationships between uses that minimize land use conflicts.

3. To support preservation of the county's agricultural industry and the soils essential to agriculture.

4. To support protection and preservation of county open space and recreational resources while providing for appropriate development.

5. To provide areas where agricultural, residential, commercial and industrial uses may be developed in harmonious patterns and with all the necessities for satisfactory living and working environments.

6. To establish density patterns related to both the physical and man-made characteristics of land.

Land Use Categories

Fifteen land use categories provide a response to the variety of natural and man-made features of the landscape, population growth trends and projections, existing county policies as represented by existing general plans and zoning, and public attitudes about land use. The land use categories are:

Open Space	Residential Multi-Family
Agriculture	Recreation
Rural Lands	Office and Professional
Residential Rural	Commercial Retail
Residential Suburban	Commercial Service
Residential Single-Family	Industrial
Public Facilities	Dalidio Ranch
	Dana Reserve Specific Plan (DRSP)

The text and maps of the Land Use Element apply the land use categories to properties as the adopted county policy for future growth and land use. The official maps, which are available at the Department of Planning and Building, show the actual locations of the land use categories. The LUE area and community/village plans include report maps that reproduce the official maps at a smaller scale, and they include text and programs that apply to the land use categories.

TABLE N TYPICAL POPULATION DENSITIES, BUILDING INTENSITIES AND PARCEL SIZE RANGES FOR LAND USE CATEGORIES				
Land Use Category	Subdivision Parcel Size Range[1]	Building Intensity[5]	Population Density[2]	LUO Section
Agriculture	320 to 20 acres	160 acres to 10 acres per dwelling[3] Farm support quarters: 320 to 20 acres per dwelling	64 to 4 acres per person 128 to 8 acres per person	22.22.040 22.30.480
Rural Lands	320 to 20 acres	160 to 10 acres per dwelling	64 to 4 acres per person	22.22.050 22.10.130A.1.
Residential Rural	20 to 5 acres	20 to 5 acres per dwelling	8 to 2 acres per person	22.22.060
		Secondary dwellings at one dwelling per parcel	4 acres to 1 acre per person	22.30.470
Residential Suburban	5 acres to 1 acre	5 to 1 acre per dwelling	2 acres per person to 2.5 persons per acre	22.22.070
		Secondary dwellings at one dwelling per parcel	1 acre per person to 5 persons per acre	22.30.470
		Mobile home parks to 8 dwellings per acre	20 persons per acre	22.30.440
Residential Single Family	1 acre to 6,000 square feet[4]	1 acre per dwelling to 7 dwellings per acre	2.5 to 18 persons per acre	22.22.080
		Secondary dwellings at one dwelling per parcel	5 to 36 persons per acre	22.30.470
		1,750 square feet per dwelling for existing parcels	62 persons per acre	22.10.110 22.10.130
		Mobile home parks to 8 dwellings per acre	20 persons per acre	22.30.440
Residential Multi-Family	1 acre to 6,000 square feet[4]	1 to 38 dwellings per acre	2.5 to 95 persons per acre	22.22.080
		Mobile home parks to 8 dwellings per acre	20 persons per acre	22.30.440
Recreation		40% to 100% site coverage for non-residential buildings		
	20 acres to one acre outside urban and village areas	20 acres to one acre per dwelling	8 acres per person to 2.5 persons per acre	22.22.120
	20 acres to 6,000 sq. ft. inside urban and village areas[4]	20 acres per dwelling to 7 dwellings per acre	8 acres per person to 18 persons per acre	

TABLE N TYPICAL POPULATION DENSITIES, BUILDING INTENSITIES AND PARCEL SIZE RANGES FOR LAND USE CATEGORIES				
Land Use Category	Subdivision Parcel Size Range[1]	Building Intensity[5]	Population Density[2]	LUO Section
Recreation con't		Mobile home parks to 8 dwellings per acre	20 persons per acre	22.30.440
		8 to 38 multi-family dwellings per acre	20 to 95 persons per acre	22.30.500
		Recreational vehicle parks at 15 dwellings per acre	38 persons per acre	22.30.440
Office and Professional	2.5 acres to 6,000 square feet[4]	40% to 100% site coverage for non-residential buildings		
		8 to 38 multi-family dwellings per acre (50% of total floor area of buildings)	1 to 95 persons per acre	22.30.490
Commercial Retail and Commercial Service	2.5 acres to 6,000 square feet[4]	1 to 38 dwellings per acre	1 to 95 persons per acre	22.22.090
		Recreational vehicle parks to 15 dwellings per acre	38 persons per acre	22.30.300
Industrial	10 acres to 6,000 square feet	40% to 100% site coverage for non-residential buildings		
		1 caretaker dwelling per parcel	to 18 persons per acre	22.22.100
Public Facilities	Minimum 6,000 square feet			22.22.110
Dalidio Ranch	0 to 20 acres	1.5 FAR for business park 3.0 FAR for commercial park 18 DU per acre residential	45 persons per acre	Article 9.5, Chapter 22.113, sections 22.113.010 and following
Dana Reserve Specific Plan (DRSP)	Refer to the DRSP	Refer to the DRSP	Refer to the DRSP	Refer to the DRSP

NOTES TO TABLE N:

1. The appropriate minimum parcel size for a new land division within the ranges shown above shall be based on the characteristics of the site and vicinity, as determined by the Land Use Ordinance, Chapter 22.22.
2. Population density is based on 2.5 persons per dwelling, per State Department of Finance, January 1987.
3. Building intensity assumes two primary dwellings on each parcel in the Agriculture and Rural Lands categories; one primary dwelling allowed on each parcel in other categories, where secondary dwellings are not allowed as a use by right but may be permitted by land use permit approval.
4. Condominium parcel sizes are to be established by the Planning Commission through individual project review, provided the common ownership parcel is within the range stated here.
5. Building intensity is dependent on the allowable uses within each land use category, as determined by Articles 2 or 9 of the Land Use Ordinance, and by the site design standards of the Land Use Ordinance.
6. A project may be approved at a density higher than otherwise allowed for the applicable land use category by Table N, where the sites conform to the standards and criteria for the use of TDCs in the Land Use Ordinance, or where the residential project design conforms to the standards and criteria for the use of inclusionary housing density bonus units in the Land Use Ordinance or as amended by the 2006 Dalidio Ranch Initiative measure.. [Added 1996, Ord. 2776; Amended 1989, Ord. 2411; 2012, Ord. 3238]

b. Areas located within the periphery of urban areas where residential or long-term agricultural uses are inappropriate. Areas also appropriate for private on-site water supply and sewage disposal systems.

c. Industrial uses located outside urban services lines should be limited to activities which are not employment intensive and do not require urban services and infrastructure.

d. Areas of existing industrial uses that have been established legally prior to existing plan designations.

e. Areas with slopes less than 15 percent and located generally outside of flood ways, fault zones and other hazardous or environmentally sensitive areas.

f. Areas that are or can be adequately buffered from adjacent uses in other land use categories.

g. Areas adjacent to major transportation terminals and energy facilities.

h. Areas with access provided by collector or arterial streets and where industrial traffic is not routed through residential or other areas not compatible with industrial traffic.

i. Areas appropriate for development of large acreages using the concepts of planned development to provide industrial parks with unified landscaping, signing, building design, services, infrastructure and circulation.

PUBLIC FACILITIES

Purpose

a. To identify lands and structures committed to public facilities and public agency uses that benefit the public. For proposed public facilities, where site selection has not occurred, site selection criteria are included in the chapter entitled "Combining Designations and Proposed Public Facilities," with development guidelines for establishing the uses.

b. To provide areas for development of public facilities to meet public needs.

c. To identify adequately sized facility locations that satisfy both community and regional needs relating to the population levels being served.

d. To identify facility sites based on the character of the area being served and also compatible with and supportive of the comprehensive plans of agencies within the facility service area.

Character

a. Areas with existing public or quasi-public facilities and uses, or publicly-owned lands intended for development with public facilities.

b. Areas that satisfy the specialized site location requirements of public agencies, where facilities will be visible and accessible to their users.

c. Areas without known natural or man-made hazards.

DALIDIO RANCH

The Dalidio Ranch land use category applies to the property that is commonly known as the Dalidio Ranch, and is bounded by Highway 101 on the east, Madonna Road on the west, the Promenade Shopping Center on the north, and existing and future auto dealerships on the south.

Purpose

a. Provide an infill, mixed-use project that is compatible with the surrounding area including the expansion of commercial development in the Madonna Road Area, which currently includes the Madonna Plaza and the San Luis Obispo Promenade.

b. Discourage leapfrog development and urban sprawl by encouraging development at infill locations, along major transportation corridors.

c. Allow the Dalidio family to develop and use their property in a manner similar to surrounding properties.

d. Minimize economic competition with downtown San Luis Obispo by attracting new, destination retailers that are not currently represented, such as large destination department stores and home improvement stores complemented by neighborhood serving uses.

e. Enhance the County's tax base to contribute revenues for public services and infrastructure.

f. Preserve and highlight historical resources and recognize the agricultural legacy.

g. Provide continuing agricultural operations on part of the property including organic agricultural operations with a companion farmers market.

h. Offer needed recreational amenities such as soccer fields for youth sports and activities.

i. Provide needed workforce housing.

Character

a. The character of lands fitting this category is limited to the Dalidio Ranch Property located within the area of Madonna Road, Los Osos Valley Road and Highway 101 that are outside of the City of San Luis Obispo but within the San Luis Obispo Area Plan.

DANA RESERVE SPECIFIC PLAN (DRSP)

Purpose and Objectives

a. To provide a mix of land uses that offers a range of amenities accessible to residents and community members.

b. To respect Old Town Nipomo, by providing a small, neighborhood-oriented village commercial area designed to complement, rather than compete with, Old Town Nipomo.

c. To provide a public neighborhood park and pocket parks and open space areas within each residential neighborhood, linking the neighborhoods together through a network of trails and open spaces.

d. To incorporate the rural history of the community through architectural design.

~~a.~~e. To provide a diversity of housing types and opportunities for home ownership and rental, including affordable homes consistent with the goals and policies of the Housing Element of the General Plan, the County's Inclusionary Housing Ordinance, and regional housing needs.

~~b.~~f. To create new employment and job training opportunities for the community and the broader south San Luis Obispo County area.

g. To enhance circulation within the Specific Plan Area and existing community by continuing the existing public roadway network through the DRSP property to connect to Willow Road, providing a new Park and Ride lot to encourage carpooling, and creating new public transportation points of connection to facilitate public transit use and reduce single-occupant automobile use.

h. To integrate a network of walking, bicycling, and equestrian facilities to connect on-site residential neighborhoods and the broader community.

i. To maintain the large, centrally located oak woodland area as a site feature and to minimize impacts to special-status plants and animals on-site.

j. To meet the County Building Code requirements for energy efficiencies and water savings.

k. To reduce uncertainty in planning for and secure the orderly development of the Specific Plan Area.

l. To provide effective and efficient development of public facilities, infrastructure, and services appropriate for the Specific Plan Area.

m. To meet the requirements of the NCSD District Code to ensure that the necessary DRSP water and wastewater infrastructure is constructed to serve the project without adverse impacts on the NCSD's ability to serve existing and future users.

Character

a. The character of lands fitting this category is limited to the properties covered under the Dana Reserve Specific Plan that is generally located north of Pomeroy Road, south of Willow Road, west of Highway 101, east of Hetrick Avenue and within the Nipomo Urban Reserve Line, as specifically defined in the Dana Reserve Specific Plan and any amendment thereto.

Table 4-2: Selected Permitted Non-Residential Uses	
Selected permitted non-residential uses in the Residential Rural (RR) category:	**Comments**
Food and beverage retail sales	Retail trade establishments primarily selling food and packaged goods. Design to serve neighborhood needs.
Eating and drinking places	Restaurants; bars allowed only as accessory uses.
Outdoor retail sales	Limit to temporary retail trade, such as farmers' markets, seasonal sales, roadside displays.
Roadside stands	Temporary open structures for agricultural retail sales.
Home occupations	Home businesses that do not change the residential character of the building, with no display of products, and no outdoor activities on lots one acre or smaller.
Churches	Religious meeting facilities.
Outdoor sports and recreation	Limited to outdoor athletes facilities.
Rural recreation and camping	Camping, guest ranches, health resorts, etc.
Specialized animal facilities	Limited to equestrian facilities.
Schools	Pre-through secondary schools.
Business and vocational schools	Trade, music, dance and other specialized schools.
Bed and breakfast facilities	Dwellings of historical or architectural interest.
Public safety facilities	Fire stations, sheriff sub-stations.
Recycling collection stations	Temporary storage of recyclable materials for transfer.

~~Canada Ranch~~Dana Reserve Specific Plan (DRSP) Area (formerly known as Canada Ranch). An expansion of the urban reserve line north of Nipomo and west of Highway 101 occurred to accommodate the Dana Reserve Specific Plan (DRSP). ~~should be evaluated to provide additional employment and associated residential development that will improve the jobs/housing balance within Nipomo. A~~The ~~specific plan~~DRSP has been prepared ~~should be prepared~~ showing residential, ~~commercial retail, service~~ commercial, open space, and parks ~~and light industrial~~ uses on the ~~large~~ Dana Reserve ~~property~~ (approximately 288 acres) ~~Canada ranch property~~ northwest of Sandy Dale Drive and west of Highway 101, shown in Figure 4-4.

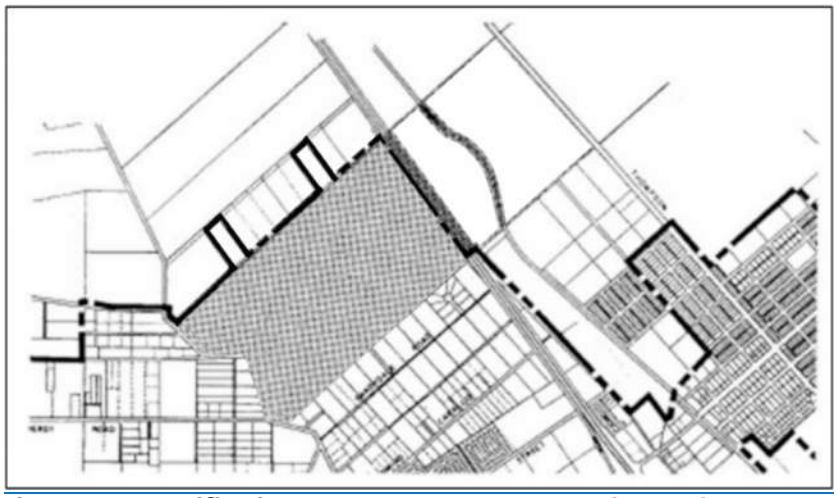


Figure 4-4: Specific Plan Area-Dana Reserve ~~Canada Ranch~~ Property

The Dana Reserve Specific Plan (DRSP) describes the land uses allowed within the approximately 288-acre DRSP area. The DRSP describes the allowable land uses including residential, commercial, open space, and parks as well as automobile, pedestrian and equestrian circulation systems, and areas reserved for public safety facilities. ~~should determine the feasible extent of the job-generating uses as a first priority. Residential uses should be considered only in support of employment development.~~ The property has a large oak woodland area protected as permanent open space and ~~that should be evaluated for preservation~~ as a long-term habitat. ~~Due to its size, the site is also a potential location for a high school if feasible.~~ A specific plan was ~~should be~~ accompanied by market feasibility, ~~and~~ fiscal impact analysis ~~studies~~ and an environmental impact report analyzing ~~to determine~~ the logical extent and location of development.

Dana Reserve ~~Canada Ranch~~ Goals & Objectives.

~~1. Service commercial and light industrial uses designed as business or office parks that have integrated site planning, architecture and landscaping;~~

~~2. Commercial retail uses to serve travelers at an interchange of Highway 101 and an extension of Willow Road, if the location is determined to occur on this property, as a gateway to the community and employees and users of the area;~~

~~3. Residential uses that are affordable to employees of the area, to be developed concurrently or in later phases upon the success of the non-residential uses.~~

~~4.~~1. To provide a mix of land uses that offers a range of amenities accessible to residents and community members.

~~5.~~2. To respect Old Town Nipomo, by providing a small, neighborhood-oriented village commercial area designed to complement, rather than compete with, Old Town Nipomo.

~~6.~~3. To provide a public neighborhood park and pocket parks and open space areas within each residential neighborhood, linking the neighborhoods together through a network of trails and open spaces.

~~7.~~4. To incorporate the rural history of the community through architectural design.

~~8.~~5. To provide a diversity of housing types and opportunities for home ownership and rental, including affordable homes consistent with the goals and policies of the Housing Element of the General Plan, the County's Inclusionary Housing Ordinance, and regional housing needs.

~~9.~~6. To create new employment and job training opportunities for the community and the broader south San Luis Obispo County area.

~~10.~~7. To enhance circulation within the Specific Plan Area and existing community by continuing the existing public roadway network through the DRSP property to connect to Willow Road, providing a new Park and Ride lot to encourage carpooling, and creating new public transportation points of connection to facilitate public transit use and reduce single-occupant automobile use.

~~11.~~8. To integrate a network of walking, bicycling, and equestrian facilities to connect on-site residential neighborhoods and the broader community.

~~12.~~9. To maintain the large, centrally located oak woodland area as a site feature and to minimize impacts to special-status plants and animals on-site.

~~13.~~10. To meet the County Building Code requirements for energy efficiencies and water savings.

~~14.~~11. To reduce uncertainty in planning for and secure the orderly development of the Specific Plan Area.

~~15.~~12. To provide effective and efficient development of public facilities, infrastructure, and services appropriate for the Specific Plan Area.

13. To meet the requirements of the NCSD District Code to ensure that the necessary DRSP water and wastewater infrastructure is constructed to serve the project without adverse impacts on the NCSD's ability to serve existing and future users.

Standards in Article 9 of the Land Use Ordinance require the preparation of specific plans, which have state-mandated content requirements, to identify the optimum types and intensity of residential and commercial uses on the site. ~~these uses in association with residential areas on and off-site. Primary concerns for traffic impacts and transportation alternatives are reflected within the LUO Article 9 standards~~. The environmental impacts of the Dana Reserve Specific Plan ~~proposed specific plans will be~~ were evaluated during the ~~their~~ preparation of an Environmental Impact Report.~~.~~

Prior to the adoption of any specific plans, any development of these larger holdings~~, such as the Canada Ranch property,~~ may cluster the allowed density into smaller parcels to create neighborhoods within larger common open space areas. Suburban scale clustered developments can maintain a rural character by fitting each project into the landscape and minimizing its visibility from public collector and arterial roads and highways.

a. Identify three gateway zones around the city, "scenic vista, transition area, and urban arrival area," with short-term and long-term strategies for each.

b. Identify objects such as billboards that could be removed through an amortization ordinance and replaced by off-ramp signing, and utility poles that could be re-located.

c. Establish setbacks near the roadway in certain locations, and other limits such as height, sign area, lighting.

d. Identify key areas that provide the most powerful or memorable, unobstructed views to visitors of the mountains and the city.

e. Obtain highway signage with Caltrans that provides information about institutional and commercial destinations within San Luis Obispo.

f. Adopt future plan amendments to retain the attributes of the gateways.

Rural Area

The following programs are established for the portions of the identified South County (South) sub-areas outside and inside of urban and village reserve lines, in the land use categories or locations listed.

10. Specific Plan Areas, South County (South). The County should work with property owners to schedule the preparation of specific plans for four areas to increase the amount of residential and employment areas adjacent to or near Nipomo:

    a. Dana Reserve (formerly known as Canada Ranch) ~~Canada Ranch~~, for residential, ~~industrial,~~ commercial, open space, parks and other uses appropriate for the creation of a mixed-use neighborhood. ~~service, commercial retail and incidental residential uses;~~

    b. Southland Street, for industrial and commercial retail uses;

    c. West Nipomo Rural Village, for a mix of residential and neighborhood-serving and recreational uses;

    d. Hanson Industries property, for a mix of recreational, industrial, office and residential uses.

    The specific plans should identify the appropriate scale and intensity of these general uses in more detail, consistent with topics required by Government Code Sections 65450 through 65457 as well as project specific fiscal impact analysis. ~~economic issues concerning the most suitable uses~~.

11. Agricultural Preserves. The County should continue to encourage owners of eligible lands to participate in the agricultural preserve program.

Recreation

12. State Acquisition, Shandon-Carrizo South. The County should work with affected state agencies and property owners toward state acquisition of the Hubbard Hill Freeborn Mountain to provide recreational improvements for camping, hiking and riding, together with an adequate maintenance and security program.

Chapter 4: Land Use

4.1 Introduction

This chapter discusses land use issues affecting the community of Nipomo, and contains programs intended to achieve the community's vision consistent with the areawide land use goals and policies described in the South County Area Plan.

The Land Use Element official maps separate the community into land use categories, which define regulations for land uses, density and intensity of use. The programs at the end of this chapter recommend actions by the County to address land use and growth-related issues in the community of Nipomo. Other programs are listed in the South County Area Plan for the rural portions of the South County sub-area.

The community of Nipomo comprises the only "urban" area within the South County planning area. The Nipomo urban reserve line encompasses approximately ~~3,951~~4,239 acres. There are no major topographical features that will affect the extent and density of development. The major determinant of urban development will be the availability and feasibility of community services, especially water supply, sewage disposal and transportation improvements. (Amended 1986, Ord. 2270)

4.2 Distribution of Land Uses

The primary method of allocating land uses within Nipomo is through the mapping of ~~14~~ 15 land use categories. The uses that are allowed within each category are shown in Article 2 of the Land Use Ordinance. Further limitations on allowable uses may be imposed by standards located in Article 10 of the Land Use Ordinance (Chapter 22.108 – South County Area Communities and Villages). For allowed uses within the Dana Reserve, refer to the Dana Reserve Specific Plan (DRSP).

The location and distribution of the land use categories is shown in the official maps on file in the Department of Planning and Building and on the informational report map at the end of this chapter.

Table 4.1 summarizes the acreage of each land use category in Nipomo. Rural land use acreage is summarized in the South County Area Plan.

Table 4-1: Land Use Category Acreage

Land Use Categories	Acreage
Agriculture	11
Rural Lands	0
Recreation	150
Open Space	0
Residential Rural	0
Residential Suburban	2,281
Residential Single Family	1,061
Residential Multi-Family	150
Office and Professional	58
Commercial Retail	112
Commercial Service	97
Industrial	0
Public Facilities	31
Dalidio Ranch	0
Dana Reserve Specific Plan (DRSP)	288
Total	~~3,951~~4,239

4.3 Nipomo Development Capacity

The build out potential for the Nipomo urban area is 24,032 people, which is slightly less than the potential population in the 1980 plan. While some areas are recognized for continued low-density subdivisions, other areas are planned for more units per acre, near employment areas. Article 10 of the Land Use Ordinance contains detailed standards for the allowed densities. For the Dana Reserve, refer to the Dana Reserve Specific Plan (DRSP) for allowed densities.

4.4 Land Use Concepts for Nipomo

The conceptual plan for Nipomo that is illustrated in Figure 4-1 shows the concept of neighborhoods adjacent to an expanded central business district. This plan will encourage more convenient distances between residential living and shopping and working, with the intent of reducing the need to commute by automobile. The concept will also help obtain fixed-route transit service as development continues. Service commercial and industrial areas are located close to residential areas, relying on setbacks, landscape buffering and site design in planned projects to achieve compatibility.

With the current availability of the community sewer system, development is expected to be concentrated near or within the Central Business District, which should also provide an orderly and convenient distribution of buildings. Residential development is encouraged to be a part of commercial and office projects to form mixed-use development. These projects should be oriented to the housing needs of employees in the vicinity.

The street system should be designed to provide multiple access routes through the neighborhoods to the central business district. The land use categories within the CBD anticipate a block pattern of development continuing on the east side of Highway 101 and evolving on the larger properties of the west side. Streets should be dedicated along the existing lot boundaries to form regular blocks.

A strong public interest exists in retaining the open, suburban character of Nipomo. Lower density development in a band of the Residential Suburban Land Use category surrounds most of the community. However, within the Residential Single Family and Residential Multi-Family categories, greater densities will increase and reduce the suburban character in exchange for more affordable and convenient housing. Some elements of suburban character can be retained and encouraged with the inclusion of the following guidelines:

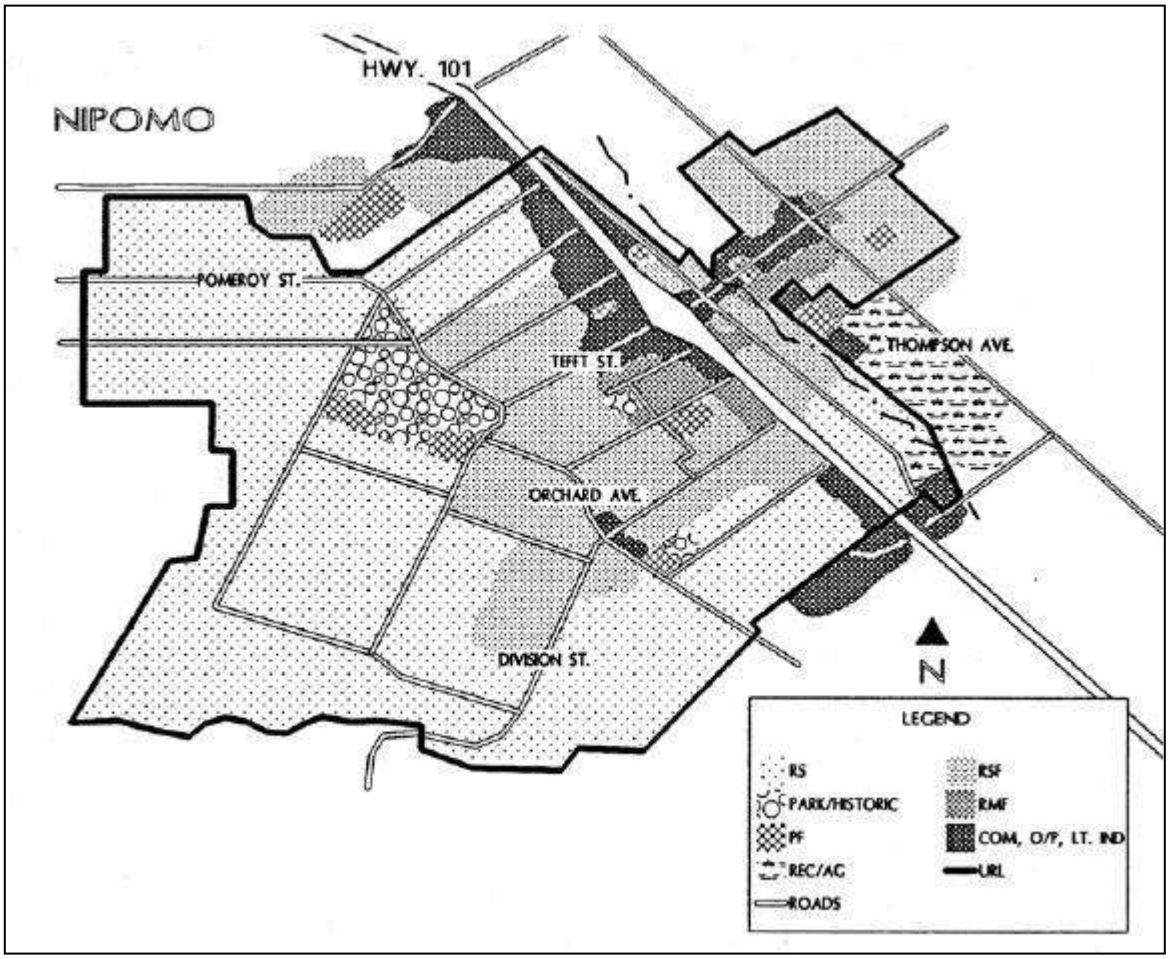


Figure 4-1: Conceptual Plan for Nipomo

1. The County Parks and Recreation Element should include the addition of small parks in this area. Park fees that are generated from this region should be used in the higher density areas in the urban core consistent with the parkland dedication ordinance (Chapter 9 of Title 21).

2. Suburban character can be enhanced through curvilinear street layout, wide and varied building setbacks, dense landscaping, and multi-use paths along streets. The street circulation in this area should be designed to connect neighborhoods with shopping areas, parks and schools to provide a pedestrian environment.

3. Open space can be retained by developing community drainage basins that detain area-wide storm water, or by installing smaller basins within new subdivisions to reduce area flooding. Drainage basins should be designed to allow for multiple uses when feasible.

4. As projects develop, attention to open uses should be evaluated to maximize the quality of life.

Land Use Category	Residential Density
Agriculture	Two dwellings per 320 to 20 acres, depending on soil or agricultural operation.
Residential Suburban	One dwelling per 2.5 acres with individual water well and septic system; 1 acre with a community water system.
Residential Single Family	One dwelling per acre to 6,000 square feet, depending on water supply and sewer service.
Residential Multi-Family	10, 15 or 20 dwellings per acre in different areas shown in Figure 4-5.
Non-residential Categories	Dwellings are allowable as incidental uses to a commercial or office development.
Commercial and Office and Professional Categories	Dwellings are allowable as incidental uses to a commercial or office development.
Dana Reserve Specific Plan (DRSP)	Refer to the Dana Reserve Specific Plan (DRSP)

Residential Density

Residential development is allowed at different densities, or number of dwelling units per acre, in the land use categories that are in this plan. For more information on allowable densities, refer to Framework for Planning - Inland Area.

Neighborhood Non-Residential Uses are Allowed

Some neighborhood commercial uses are allowable through performance standards in the Land Use Ordinance. Small businesses that provide convenient goods and services are particularly encouraged. These uses are encouraged to locate within neighborhoods as stand-alone or mixed uses with residential components. Uses that are allowable in the Residential Single Family category include food and beverage stores, personal services, outdoor sports and recreation and churches. These and other uses may be found in Article 2 of the Land Use Ordinance.

4.5 Nipomo Land Use Categories

Agriculture

There is one area designated as Agriculture within the Nipomo urban reserve line, located east of Blume Street on Grande Avenue. The property is covered by an agricultural preserve contract, and the site is developed with greenhouses. If the owner decides to terminate the agricultural preserve contract in the future, the Land Use Element should be amended to another land use category.

Residential Suburban

The Residential Suburban category includes about two thirds of the residential land in Nipomo. Development on one acre lots has concentrated along Tefft Street west of Las Flores Drive, utilizing a private community water company. Another concentration of one acre parcels is located along Pomeroy Road north of Camino Caballo, using water from the Nipomo Community Services District. Both of these areas can accommodate additional infill development with present standards that require drainage controls and incremental road improvements.

West of Osage Road Area. An area west of Osage Road has an existing 2.5 acre parcel size limitation adjacent to the urban reserve line. This reduced density will establish a gradual change from the one-acre suburban character within Nipomo to the five-acre Residential Rural density outside the urban reserve line.

Improvements Needed. Some of the under developed areas have inadequate and substandard road development, such as the Calimex Plantation Tract "D" and the area south of Oak Ridge Road. Assessment districts to upgrade the roads and area drainage should be considered by the property owners.

South Oakglen Avenue Area. East of Highway 101, the Residential Suburban area along South Oak Glen Avenue is developed with scattered residences and light agriculture uses, including some Christmas tree farms. Emphasis should be placed on keeping the suburban character with a mix of agricultural uses. The area is appropriate for further planning for a neighborhood park and linear parkway to connect the neighborhood with a path on the easterly side of the creek. This park and pathway system could provide for neighborhood recreation and alternative access to downtown.

The NCSD boundary presently includes a group of small lots north of Amado Street on the east side of South Oak Glen Avenue that should be served with district water and allowed to develop. The remaining properties are all larger parcels and are not included within the district boundary. They should continue to be served by individual wells and septic systems and not included into the urban services line in the near future.

Residential Single Family

The Residential Single Family category (RSF) covers about 26 percent of the land designated for residential use in Nipomo. Existing development is concentrated in widely separated areas: Juniper Street, Division Street, and east of Highway 101.

The designated single family residential areas include large blocks of undeveloped land that will accommodate the majority of population growth. These areas are conducive to block development, with neighborhoods separated from major streets yet accessible for pedestrians by open cul-de-sacs within the right-of-way, as illustrated in Figure 4-2.

Well-designed subdivisions with standard improvements and lots nearer the minimum size allowable for single family developments should be encouraged. Mobile home parks and manufactured housing within small lot subdivisions are allowed to provide affordable housing. Such projects can provide home ownership opportunities for people with low and moderate incomes. Projects should be encouraged to be owner-based, without land rental involved. Within Nipomo, parcels with 10,000 square feet are eligible for secondary dwellings to provide small rental units. [Amended 1997, Ord. 2800]

Several areas have a suburban character that should be retained with larger lot sizes than normally allowed in the Residential Single Family category. Article 10 of the Land Use Ordinance includes a density limitation of two dwelling units per acre for areas, as shown in Figure 4-3, along Grande, Division and Southland Streets that have half- and one-acre parcels, and it applies to the east side of South Oak Glen Avenue. A 10,000 square foot parcel size limitation applies in the area between Tefft and Division Streets and Orchard Avenue and Hazel Lane. [Amended 1997, Ord. 2800]

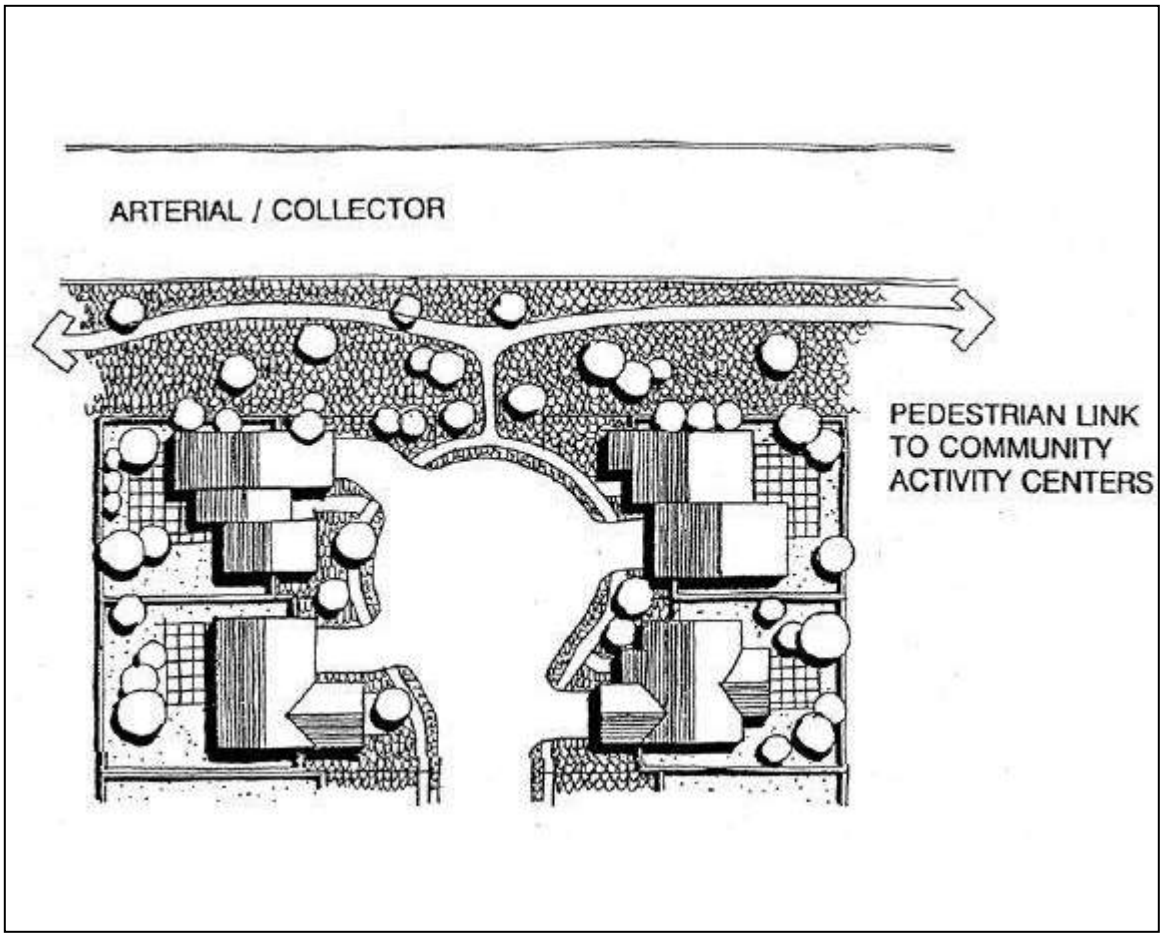


Figure 4-2: Cul-de-Sac Pathway

Mobile homes are presently found in four major concentrations; Galaxy Park, Nipomo Palms, Black Lake Estates and Folkerts Oaks Park. Galaxy Park is the largest of these mobile home subdivisions, with several hundred units. Except for the type of dwelling units, all four of these areas are similar to single family housing tracts.

Area Improvements Needed. The appearance and condition of residential areas is a continuing concern. Many families live in substandard and dilapidated housing, and many areas also lack adequate paved streets, curbs and gutters. Untidy yards also contribute to a poor visual appearance. The residential neighborhoods should develop preservation programs for area improvements, especially in the small lot areas east of the freeway. Incompatible uses and structures should also be abated. A program could gain assistance from the private and public sectors for a long-term series of scheduled workdays and contests that could combine with fairs or celebrations to motivate participation. Events could focus on such activities as the removal of trash and abandoned cars, fixing or building fences, or renovating buildings and installing landscaping.

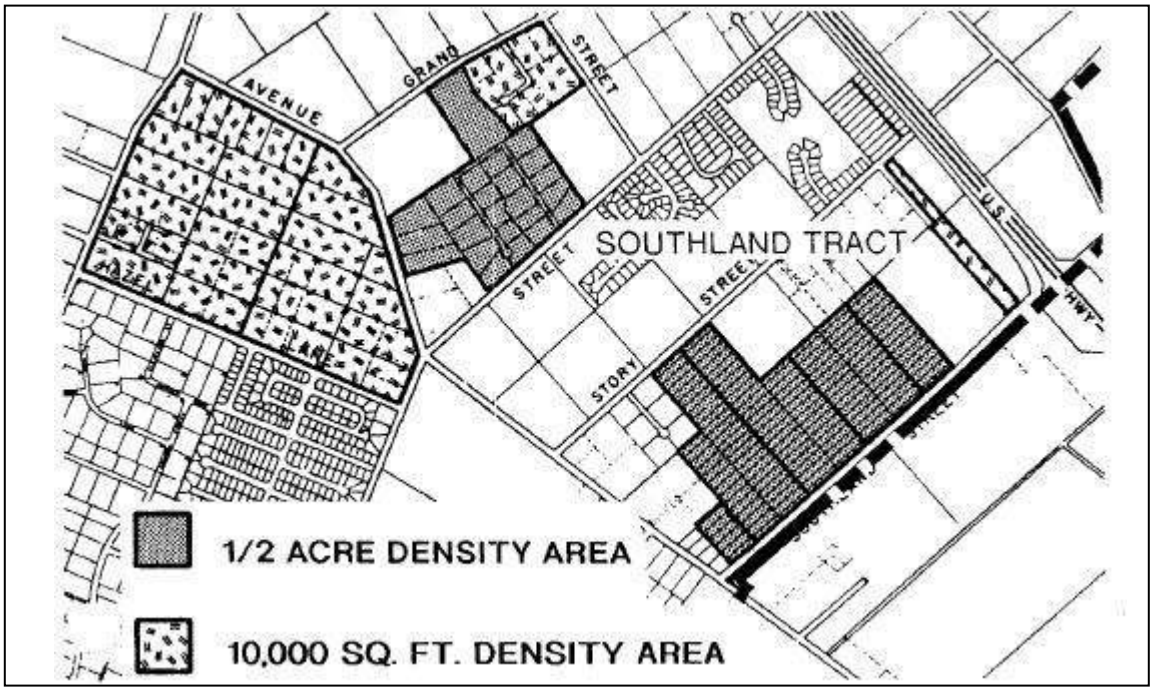


Figure 4-3: Low-density Single Family Areas

The area between Highway 101 and South Oakglen Avenue is very visible from the highway and exposed to traffic noise from the freeway. Screening and buffering to reduce visibility and noise should be incorporated in new development. However, much of the area is already subdivided and developed, and individual property improvements may not occur with building permits for new dwellings. This area houses many lower income residents in a mixture of single family dwellings and mobile homes. Many structures are in a dilapidated condition, and the streets are in poor condition. The upgrading of this area can be accomplished in three ways, 1) the development of a neighborhood watch program, 2) the formation of a redevelopment agency, and 3) the application of consistent enforcement policy regarding health and safety codes.

Southland Street Area. Southland Tract A, between Southland and Story Streets, is an old subdivision with lots approximately 75 feet by 290 feet, and undeveloped roads that are platted at a width of 20 feet. These lots are too long and narrow for suburban development and too large for efficient and affordable urban residences. Land divisions should not be allowed under the existing 20,000 square-foot parcel sizes until full urban services are provided. When both water and sewer service are provided by the Nipomo Community Services District, 10,000 square-foot parcels should be allowable. Additional streets should be developed with land divisions at that time in order to provide street access to all parcels.

Knotts Street Area. An area that is southeast of Knotts Street and northeast of Thompson Road is an expansion of the urban area to accommodate a transfer of current residential entitlements from the same ownership of approximately 252 acres adjacent to the urban area. The transfer would re-configure the current subdivision of the property and move non-conforming rural parcels into the urban area. It would create a larger agricultural entity and provide for permanent open space protection as a "greenbelt" next to this part of the community. Rural parcel sizes consistent with the Agriculture category should continue in this RSF area until such a proposal is made. A maximum urban density should be limited to a 46 residences within this area. A neighborhood park dedication should be considered within or contiguous to this area because it provides open land for this purpose, it is adjacent to an

existing single-family neighborhood that is deficient in parkland, and the designated RSF acreage is sufficient for neighborhood open space as well as the appropriate number of residences.

Residential Multi-Family

Multiple family development should provide lower cost rental or ownership opportunities. Large-lot areas are designated close to employment areas, as shown in Figure 4-4, that should be developed at moderate densities of 15 to 20 dwellings per acre. This density will enable some affordable housing, minimize long term impacts on resources such as roads and water supply and provide open areas consistent with the urban character of existing neighborhoods.

Some areas are designated in Figure 4-4 for multi-family development at a low density of 10 units per acre, which will enable detached or attached (zero lot line) single-family houses on small lots. These areas will have more of a single-family character than the medium density multi-family category shown in Figure 4-4. Bonuses for more development above these levels are available in return for additional smaller units or for units that are affordable to very low income households.

Design Concerns. Care should be taken to retain portions of the existing Eucalyptus groves as integral parts of open space that is required within overall site design.

Future developments should be heavily screened and landscaped along the freeway and there should be ample recreation spaces provided, with pedestrian and bicycle paths through the area. An architectural character should also be developed that will give the area a distinct identity to which the residents can relate.

The multi-family area that fronts Sparks Street should be developed to provide a pedestrian connection to the nearby commercial area along Nipomo Creek. Because the area along Price Street is already developed with single family homes, the density of new development should be moderate at 15 dwellings per acre to minimize a change in existing neighborhood character. The streets should also be improved to county standards, with curbs gutters and sidewalks.

Recreation

Recreation facilities in Nipomo will continue to be primarily oriented to residents rather than tourists. Nipomo Regional County Park occupies 130 acres at Tefft Street and Pomeroy Road. Recreation facilities presently include playgrounds, ball fields, courts, picnic areas, and a charro arena. Diverse activities and facilities are planned for various sports. Equestrian trails and jogging paths should also be provided. The regional park will provide community facilities for the northwest portion of town, but it must be augmented by additional neighborhood parks to serve east and southwest Nipomo. These parks should be provided adjacent to and as part of the recommended school facilities, in the locations shown on the Combining Designations map and dispersed in neighborhoods to locate play areas within convenient walking distance of homes.

Future Park Needs. The County Parks and Recreation Element further identifies community needs and suggests financing opportunities. The Parks and Recreation Element contains specific methods for providing more parks. The Nipomo Regional County Park provides 132 acres for regional park need. The Parks and Recreation Element recognizes the need for additional neighborhood and regional parks in Nipomo.

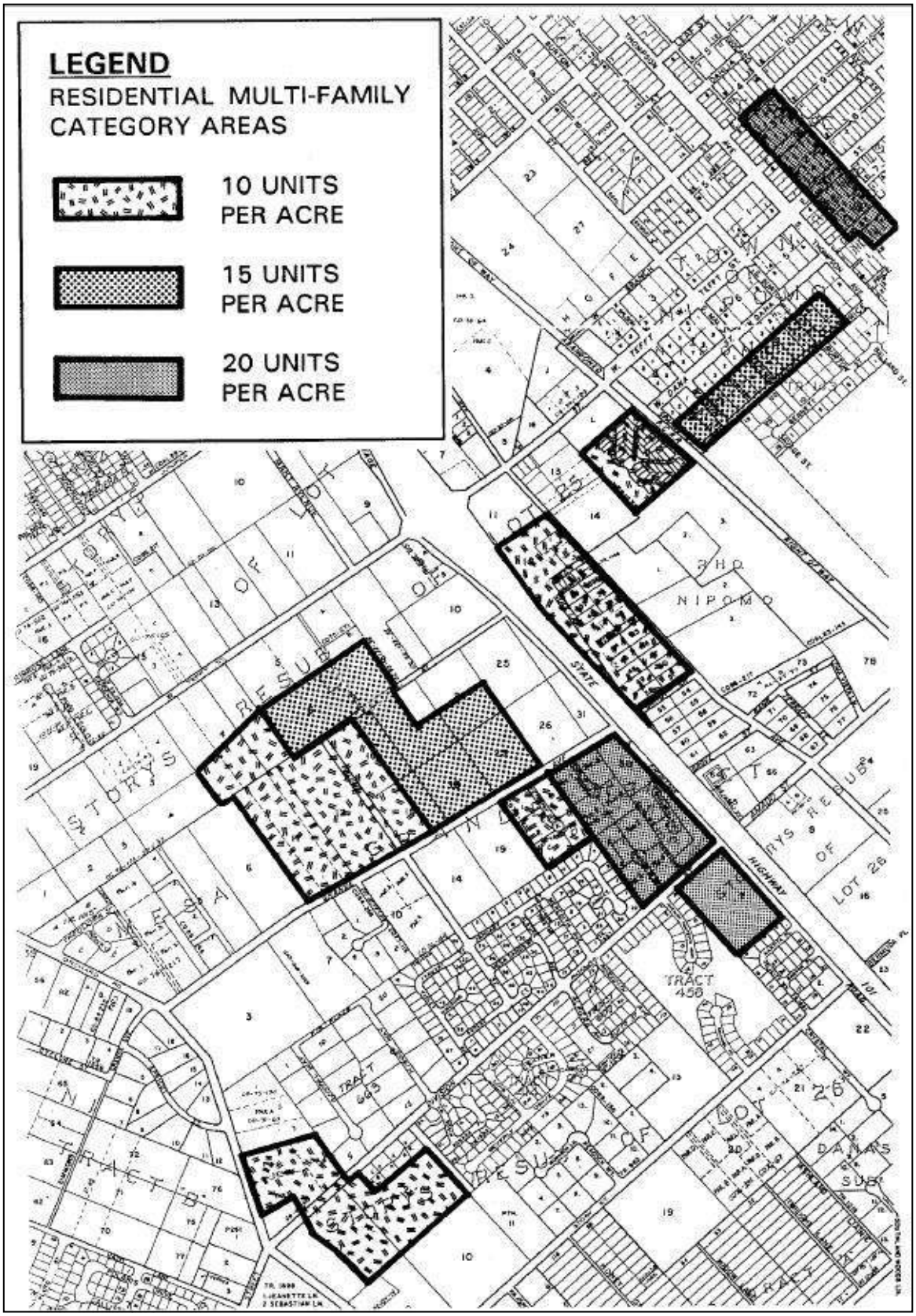


Figure 4-4: Residential Multi-family Areas in Nipomo

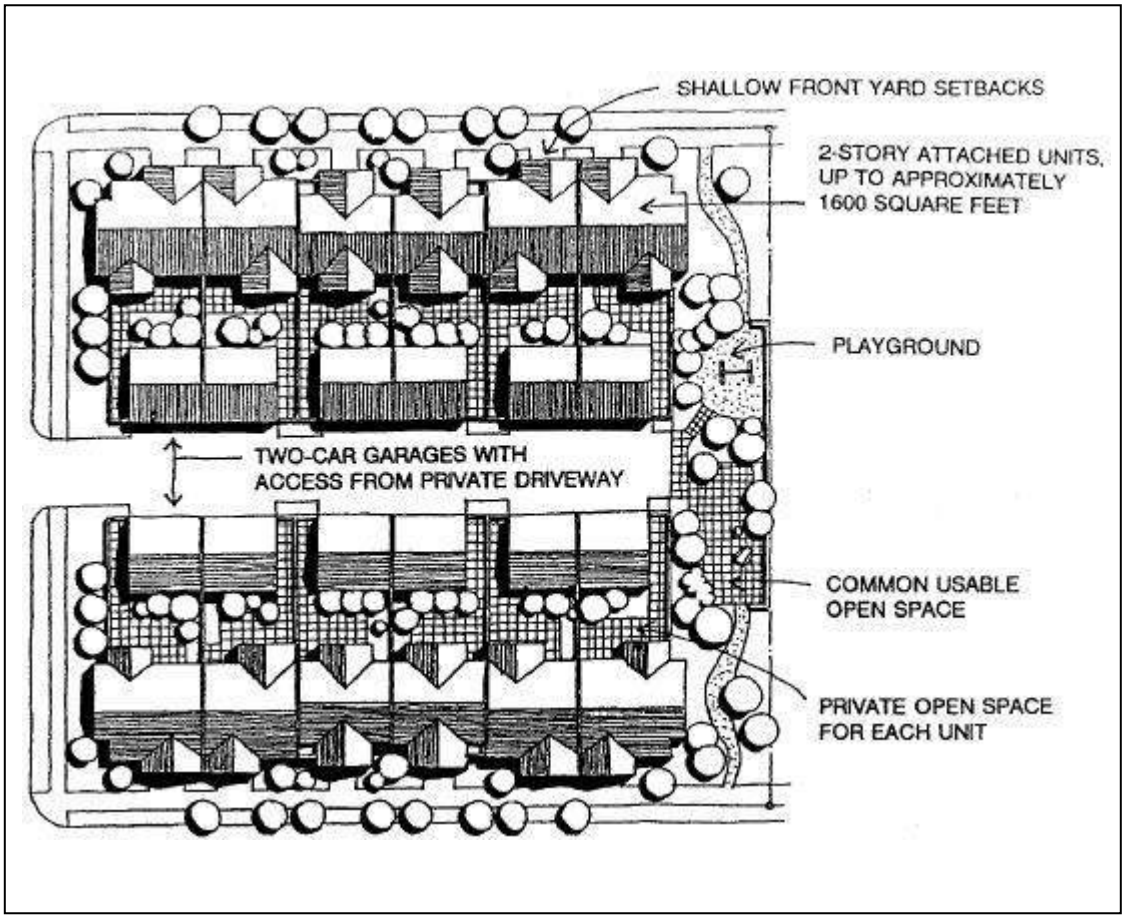


Figure 4-5: Multi-family Concept at 20 Dwellings per Acre

Recreation Programs. Recreation facilities and programs, both indoor and outdoor, should be developed for all age groups. A youth recreation center and constructive daytime and evening youth programs are currently provided at South Frontage Road and Hill Street. The large number of horse owners and resident interest in equestrian activities will continue the need to plan for riding trails including A trail between Nipomo Park and Black Lake Canyon, and the bluff top near the Grand View Mesa tracts where many residents keep horses.

Dana Adobe. One of the oldest surviving adobe residences from the Rancho Californios era is located on South Oakglen Avenue. The Dana adobe was built by William G. Dana in 1839 and is currently owned and managed by the San Luis Obispo County Historical Society. In 1837, Captain Dana was granted the 37,888-acre Rancho Nipomo, after his marriage to Josefa Carrillo, daughter of Carlos Carrillo, who was an influential member of the Hispanic gentry after the Franciscan missions and their lands were secularized. This site and the property surrounding it are appropriate locations for acquainting people with early California history in a recreational setting that is related to that history. The intent of designating the surrounding property in the Recreation category is to provide for some limited commercial uses for visitors, compatible with the presence of the adobe site, in return for a dedication of additional land to the historical society for more functional use of the small adobe property, and for financial assistance in restoring the adobe.

Office and Professional

There are four areas designated for Office and Professional uses. Two areas border the central business district east of Highway 101 and are intended to provide a transition and buffer between commercial and residential uses. Now that development can be accommodated by the public sewer system, the areas should develop with uses that will be supportive to the nearby commercial uses in the central business district. (Amended 1986, Ord. 2270)

The office area west of Highway 101 on West Tefft Street provides the transition from the central business district on the east to the residential areas of west Nipomo.

The fourth area designated Office and Professional is the site of the Nipomo Health Clinic on West Tefft Street.

Commercial Retail

The Commercial Retail category provides land for businesses that serve daily and comparison shopping needs. Almost all of this land is located within the central business district. Several neighborhood serving commercial sites are located outside of downtown.

Commercial Issues. Several factors that contribute to inadequate local shopping have been related to the small parcel sizes within the east side of the central business district. Small stores have necessarily had a limited selection of goods, with higher and less competitive prices, and certain essential businesses have been lacking. Many residents are employed in the Santa Maria area where they do much of their convenience shopping. Downtown Nipomo does not yet have a coordinated identity as a business community that may be necessary to capture some of the out of town shopping.

Central Business District. The central business district (CBD) is located along Tefft Street, from west of Highway 101 to Thompson Road. It is divided by Highway 101, with the original downtown on the east side and an expanded area on the west side. The successful development of the central business district into an attractive, lively shopping area depends on the cooperation of property and business owners to provide areawide improvements. The strength of the CBD will depend on the manner in which community scale shopping areas are established on the west side of Highway 101 and smaller businesses in the original downtown on the east side of Highway 101. The entire central business district should develop with businesses that will meet the needs of residents for daily convenience and comparison shopping should also provide services to Highway 101 travelers.

Central Business District Design. The appearance of the central business district should include streets bordered by buildings, structured open spaces such as plazas that provide focal points for the streets and pedestrian streets or paseos between streets, as well as short blocks to form a network of local streets. The area should be laid out as a network of attractive business streets by utilizing local street connections, architectural harmony, signing and landscaping to create a desired community theme, as illustrated in Figure 4-6. Tefft, Orchard and Thompson Streets should be designed with tree lined sidewalks. Development should be consistent with the Olde Towne Nipomo Design and Circulation Plan for the CBD located east of Highway 101, and with the West Tefft Corridor Design Plan west of Highway 101. These design plans provide background information, policies and standards for development applications, and they are incorporated into the Land Use Ordinance.

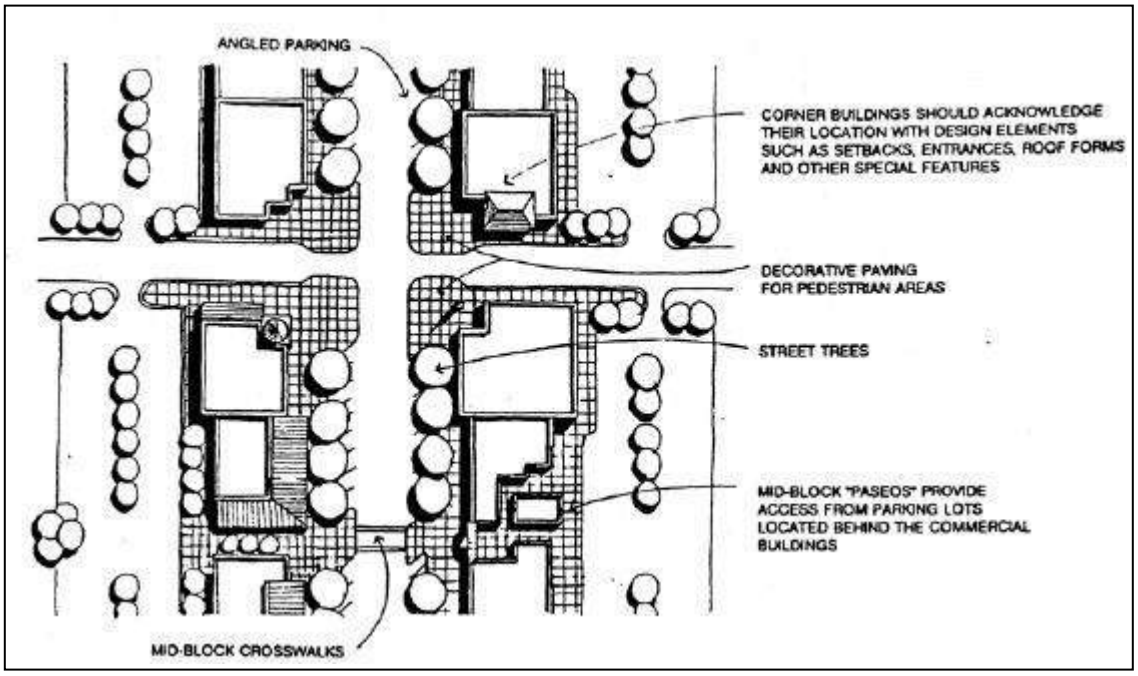


Figure 4-6: General Concepts for the Central Business District

East Side Downtown Area. The original downtown is located east of Highway 101. Its small town character has a pattern of small lots in a street grid system and scattered older development. It was once the trading place for farmers, ranchers and local residents that centered on a station for the Pacific Coast Railroad. The area will provide convenience shopping for residents in the east side neighborhood, and it could also become a specialty shopping district that would attract tourists as well as residents. It includes the short- to mid-term location for a small-scale civic office and community center at the site of the Pacific Coast Railroad station in the Public Facilities category. A long-term location for civic center services and activities is encouraged to be planned south of this site outside the urban reserve line.

Central public parking improvements are needed to enable the small lots to develop as originally envisioned in the 19th Century with buildings at the front of each lot and services at the rear. Otherwise, with individual on-site parking, businesses will be severely limited in the size and design of projects to accommodate required off street parking.

Freeway Visitor-serving Area. Visitor-serving uses are encouraged to locate on property near the on- and off-ramps for the Tefft Street/Highway 101 over-crossing. The convenience needs of travelers are service stations, eating places and motels. Near this interchange, auto-oriented projects should also include street-adjacent features that encourage pedestrian circulation through the area, since it is located within the downtown. The general area where this activity should be focused is shown in Figure 4-7.

Westside Downtown. The central business district west of Highway 101 extends from Juniper to Hill Street. Development of larger uses and shopping centers will be more likely on the west side since the parcels are larger in size than generally found elsewhere in the central business district. These uses will provide the major draw for consumer comparison shopping in South County. This area adjacent to Highway 101 would also be appropriate for development of motels and supporting commercial uses.

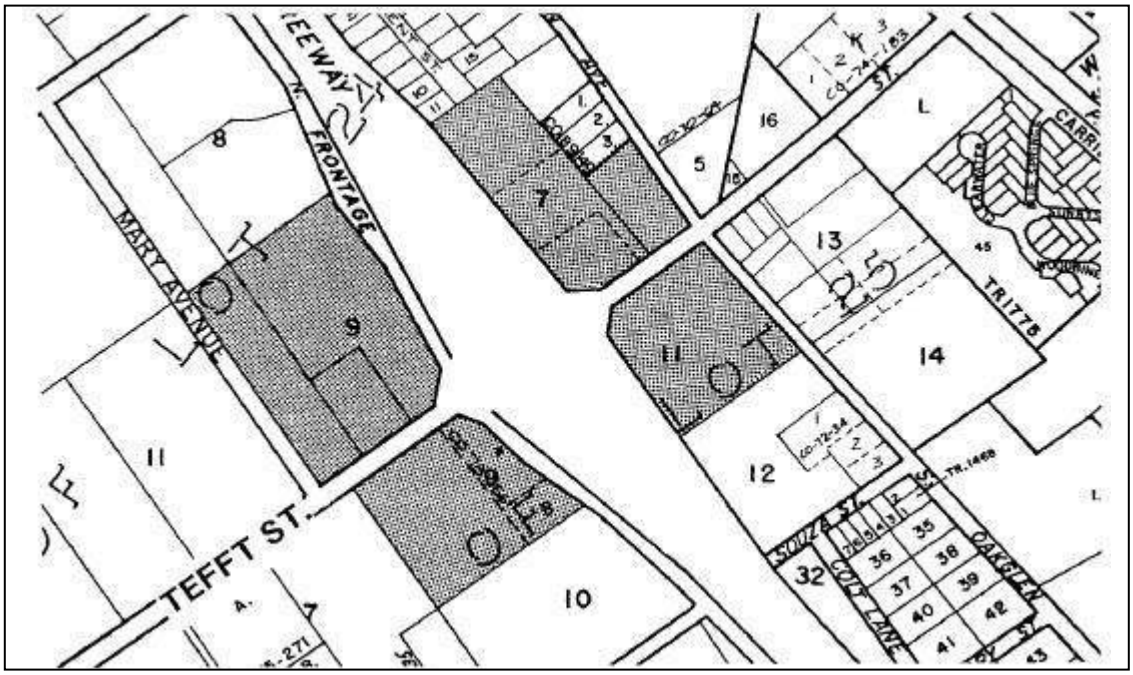


Figure 4-7: Preferred Visitor-serving Area

Future development in this area should place emphasis on creating an attractive environment that will be inviting to pedestrian shoppers as well as the traveling public. Although an automobile orientation may be necessary for such uses as grocery or furniture stores, projects should also include pedestrian-supportive designs by emphasizing street-fronting uses, focal points, linkages between properties and a distinct identity for pedestrian shopping as much as practical as shown in Figure 4-8.

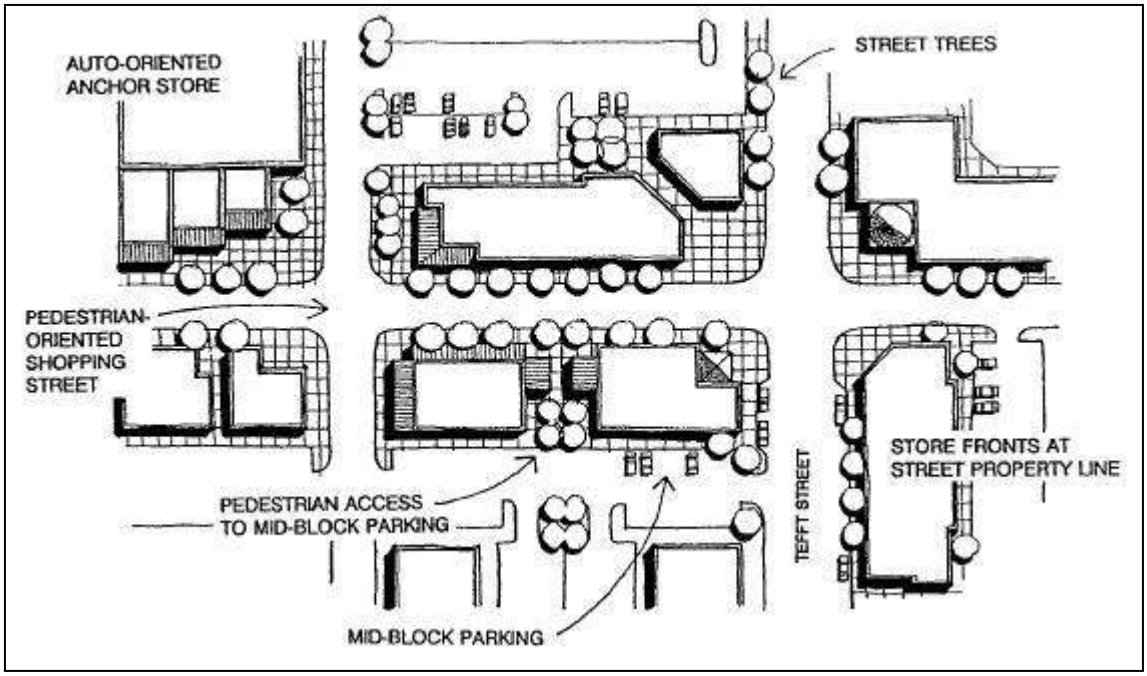


Figure 4-8: Downtown Design Concept

Parking and Business Improvement District. A parking and business improvement district should be formed to rehabilitate and upgrade existing uses, including structural work on buildings, improve central parking areas and create thematic lighting, landscaping and signing.

Neighborhood Commercial Areas. Commercial areas that can serve neighborhoods are located at or near the following major intersections:

- Division Street and Hazel Lane;
- Division Street and Orchard Avenue;
- Division Street and South Frontage Road;
- Story Street near South Frontage Road.

Developers of these sites should pay particular attention to landscaping and architecture to be compatible with adjacent residences. These areas should not be expanded in size to provide community scale shopping centers so that development in the central business district will not be adversely affected. Smaller stores are encouraged within the residential land use categories to provide more convenient services.

Commercial Service

Freeway Corridor. The area designated Commercial Service is generally adjacent to the freeway along North and South Frontage Roads. An excellent opportunity is provided to develop business parks and accommodate outdoor storage and manufacturing uses with adequate screening. It will provide an excellent location and large properties for development when access is opened between Tefft Street and the proposed Willow Road interchange. This area also provides the "gateway" to the community, so consistently well-designed structures that face the highway are of primary importance within individual projects, as illustrated in Figure 4-9.

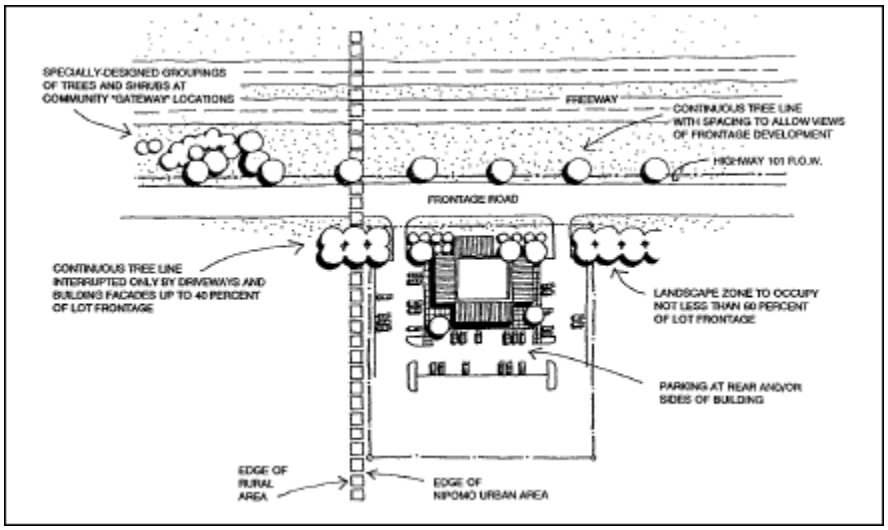


Figure 4-9: Typical Community Gateway Development

Because of the area's high visibility from the freeway and residential neighborhoods, special attention must be given to building siting, high quality design, signing, fencing and landscaping. Any open yard uses should be fully screened from the freeway, and all uses

should be landscaped along the frontage road. The area should also be screened and landscaped where it is adjacent to residential areas. [Amended 1986, Ord. 2270]

North Frontage Road Area. The area should be developed under planned development concepts, since it is still under larger ownerships. This would make it possible to create industrial park type complexes that would be an asset to the community. Appropriate uses are small manufacturing shops, storage, service buildings and sales yards.

Special attention will also be needed regarding the traffic generated by proposed uses, particularly to avoid adverse impacts on residential areas to the west and to Tefft Street. Internal access to the area should be added by extending Mary Avenue north of Juniper Street. Until the future Willow Road interchange is built, all traffic will have to use the Frontage Road/Tefft Street interchange. If the traffic load becomes too heavy it could force non-residential traffic back through the residential areas to the west and have an adverse impact on those neighborhoods.

Public Facilities

County Fire Station (CDF). The Public Facilities designation is applied to the California Department of Forestry (CDF) station on North Oak Glen Avenue and the two elementary schools, Nipomo Elementary School in east Nipomo and William C. Dana School in west Nipomo. The California Department of Forestry fire station is expected to remain at the present location for some time, however, the facility should eventually be relocated to a site that will provide better emergency response times as the community intensifies.

Civic Center Site. The Public Facilities category also is applied to the Pacific Coast Railroad station and warehouse sites on Tefft Street and Sparks Avenue, which should be developed with a combination of public services and offices, meeting hall, museum, downtown parking and plazas or parks.

Dana Reserve Specific Plan (DRSP)

The Dana Reserve Specific Plan (DRSP) designation is limited to the properties covered under the Dana Reserve Specific Plan that is generally located north of Pomeroy Road, south of Willow Road, west of Highway 101, east of Hetrick Avenue and within the Nipomo Urban Reserve Line, as specifically defined in the Dana Reserve Specific Plan and any amendment thereto. Refer to the DRSP for additional information on specific land uses within the DRSP area.

4.6 Land Use Programs

"Programs" are specific non-mandatory actions or policies recommended by the Land Use Element to achieve the objectives of this community plan. The implementation of each LUE program is the responsibility of the County or other public agency identified in the program itself. Because programs (some of which include special studies) are recommended actions rather than mandatory requirements, implementation of any program should be based on a consideration of community needs and whether substantial community support exists for the program and its related cost.

NOTE: In addition to the programs listed here, the South County Area Plan contains regional programs that may also affect the community of Nipomo.

The following programs apply within the Nipomo Urban Reserve Line. Table 4-2 identifies the responsible agencies, potential funding sources and the preferred time-frames for completion. The South County Area Plan should also be referenced for a list of areawide land use programs that may affect Nipomo.

The following programs apply to lands within the Nipomo urban reserve line.

1. **Commercial/Residential Balance**. The County should monitor the annual amount of proposed commercial, industrial and office development for its cumulative resource usage and to determine if the housing supply and annual residential development will be adequate for the demand generated by non-residential development. If resource usage or housing supply would be adversely affected by such development, a system to restore proper balance should be proposed in future area plan updates.

2. **Improvement Districts.** The County should work with property owners to establish a parking and business improvement district to finance curbs, gutters, sidewalks, street trees, landscaping, public open spaces and street lights throughout the CBD.

3. **Community Appearance**. Work with neighborhoods such as South Oakglen Avenue to improve their appearance and clean up deteriorated residences and vacant properties. Assist in organizing events, workdays, contests to motivate public participation, focusing on repair and renovation, construction of new fencing, landscaping, paths and a park.

4. **Underground Utilities.** The County should work towards completion of utility undergrounding programs first within the central business district and then along North and South Frontage Roads.

5. **Pathway Plan.** Work with the community to prepare a plan for pedestrian circulation through the urban area. The plan should identify locations of walking and riding paths connecting neighborhoods to shopping areas, parks and schools. Linear parkways should be studied as one method of providing alternate pedestrian routes within public parks.

6. **Neighborhood Parks.** The County, Lucia Mar Unified School District and Nipomo Community Services District should jointly develop neighborhood parks adjacent to proposed new school sites and small parks throughout neighborhoods consistent with the County Parks and Recreation Element.

7. **Implementation Program -- Nipomo Regional Park.** The General Services Department should prepare an implementation program for improvements to the park consistent with the County Parks and Recreation Element.

8. **Improvements -- Nipomo Regional Park**. The General Services Department should proceed with improvements at Nipomo Regional Park to complete the Nipomo Regional Park Master Plan within a specific schedule.

9. **Southland Tract "A."** The Planning Department should encourage property owners to subdivide the tract to create quarter-acre lots with adequate street-fronting access.

Table 4-2: Schedule for Completing Land Use Programs				
Title	**Responsible Agency**	**Potential Funding**	**Timeframe (years)[1]**	**Priority[2]**
1. Design Plan-Central Business District	Co. Planning	General Fund; Assessment District	1-3	High
2. CBD Improvement Districts	Co. Planning, Public Works	General Fund	1-3	High
3. Community Appearance	Co. Planning	General Fund; Grant	3-5	High
4. Underground Utilities Programs	Co. Public Works	General Fund; Assessment District	3-5	Moderate
5. Pathway Plan	Co. Parks, Planning	General Fund; Grant	3-5	Moderate
6. Neighborhood Parks	Co. Parks, Planning; Lucia Mar School District	General Fund; Grants	3-5	Moderate
7. Implementation-Nipomo Regional Park	Co. General Services	General Fund; Grants	3-5	Moderate
8. Improvements-Nipomo Regional Park	Co. General Services	General Fund; Grants	3-5	Moderate
9. Southland Tract "A"	Co. Planning	General Fund; Fees	3-5	Low

Notes:

1. Timeframes are from the date of adoption of the South County Area Plan, 1994.
2. Priority listings are the relative importance within each timeframe.

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12. Tefft Street. Improve to urban arterial standards with four lanes, a landscaped center median and Class II bicycle lanes from Orchard Road to South Oakglen Avenue. Maintenance of the median should be established when the project's funding is considered.

13. Tefft Street/Highway 101 Interchange. Widen the freeway bridge to four traffic lanes with Class II bike lanes and wide, lighted and fenced sidewalks, as shown in Figure 5-1. North Frontage Road is closed to through traffic from Tefft Street and shall be utilized as a multi-use pathway between Tefft and Juniper Streets.

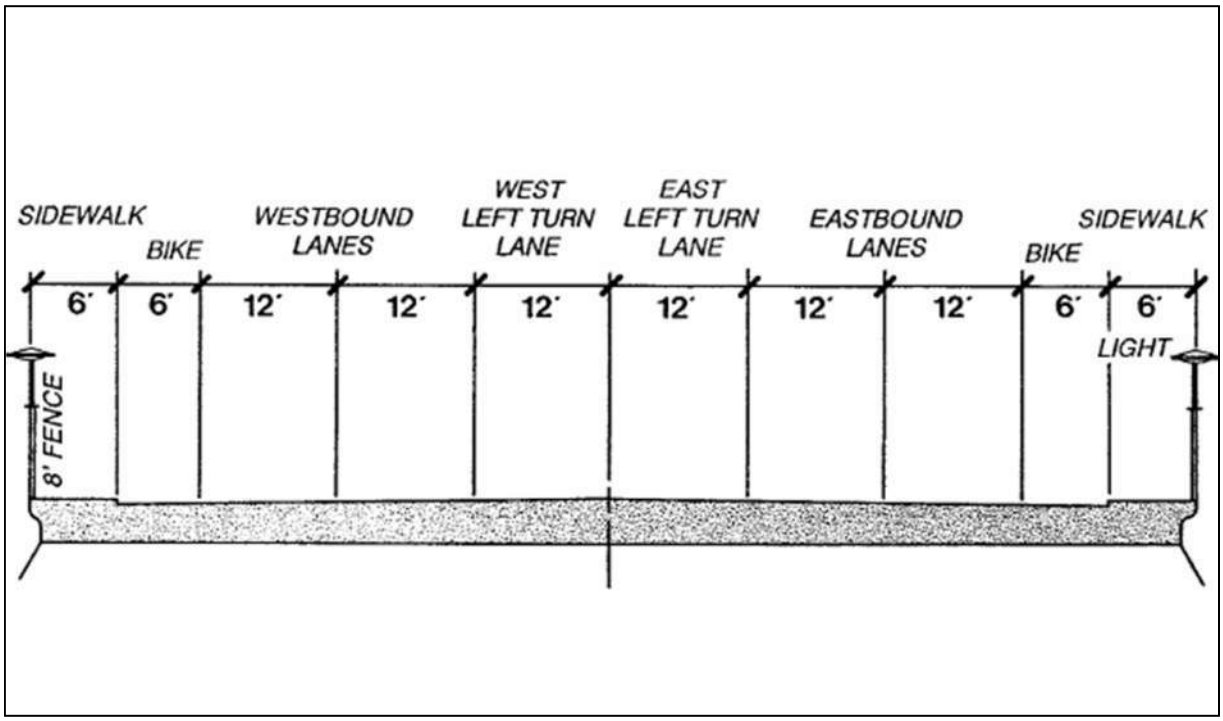


Figure 5-1: Highway 101/Tefft Street Overcrossing

Collectors

Collector roads or streets function to enable traffic to move between minor roads or streets and arterial roads or streets. Collectors are important routes for pedestrians, bicyclists and equestrians to connect to neighborhood destinations. They are also important in an overall bicycle and equestrian network to circumvent the faster-speed arterials wherever possible. Several roads shown as existing collector roads are being used for this purpose, but they are inadequate and improvements will be needed to achieve County standards for most collector roads.

1. The Pike. Improve to urban collector standards, including bikeways. Initiate a street tree program. Extend the road westerly from 13th Street to intersect Pismo Road. There is to be no access from the Commercial Service area along the south side of the extension.

2. Farrol Road, 13th Street, 22nd Street, Paso Robles Street. Improve to urban collector standards. Initiate a street tree program and provide bikeways.

3. South Elm Street. Extend from the Arroyo Grande city limits to Highway 1 and improve to urban collector standards. Provide bikeways and initiate a street tree program.

4. Halcyon Road. Improve to urban collector standards from the existing Arroyo Grande city limits to the southerly limit of the proposed Arroyo Grande urban reserve line; improve the remainder of the road, to Highway 1, to suburban collector standards.

5. Front Street. Improve to urban collector standards from Highway 1 to the Grover Beach city limits.

6. Mary Avenue. Construct from Tefft Street to Grande Street, and extend north to Inga Avenue, as a two-lane urban collector as development occurs.

7. South Oakglen. Improve with two traffic lanes and Class II bike lanes.

8. Las Flores Drive. Improve to urban collector standards from Osage to Tefft Street.

9. Hazel Lane. Improve to urban collector standards between Tefft and Division Streets.

10. Camino Caballo. Improve as a two-lane collector, with a multi-use path as a pedestrian, bicyclist and equestrian by-pass route for Willow Road.

11. Osage Road. Improve to urban collector standards between Las Flores Drive and Camino Caballo.

12. Black Lake Canyon Crossing (Zenon Road, etc.). Additional analysis must be completed prior to any road grading or improvements being installed. The analysis needs to consider alternative routes for emergency and traffic circulation purposes and crossing and road drainage alternatives, their impacts to the canyon's sensitive wetland habitat and whether there are adequate mitigation measures to minimize these impacts.

13. North Frontage Road. Improve to urban collector standards with enhanced Class II bike lanes and no on-street parking from Sandydale to the proposed interchange at the Willow Road extension.

14. Sheridan Road. Improve to urban collector standards from Highway 1 north to Callender Road.

15. Collector B through the DRSP. Improve to two-lane urban collector standards with enhanced Class II bike lanes and no on-street parking as a north/south connection between Pomeroy Road and Willow Road.

16. Collector C within the DRSP. Improve to two-lane urban collector standards with enhanced Class II bike lanes and no on-street parking as a east/west connectiong between Collector A (Frontage Road) and Collector B.

Rural Collectors

1. Huasna Road. Improve to rural collector standards with asphalt paving from the Arroyo Grande city limits to the intersection of Ormonde Road.

2. Oak Park Road. Improve to rural collector standards with asphalt paving from the Arroyo Grande city limits to the intersection of Ormonde Road.

3. Ormonde Road. Improve to rural collector standards with asphalt paving between Oak Park and Noyes Roads.

4. Corbett Canyon Road. Improve to at least rural collector standards with asphalt paving from Deer Canyon Road to the northerly limits of the "fringe" area.

5. Verde Canyon Road. Extend to intersect with Highway 227 and improve to rural collector standards.

6. Deer Canyon Road. Extend to intersect with Verde Canyon Road and improve to rural collector standards.

7. Erhart Road. Improve to rural collector standards and construct a connection north to Vetter Lane.

8. Vetter Lane. Improve to rural collector standards and construct a connection south to Erhart Road.

9. Hetrick Road. Improve to a two-lane rural standard with Class II bike lanes as a parallel route to Highway 101, from Pomeroy Road north to Aden Way.

10. Aden Way. Improve to two-lane rural standards with Class II bike lanes from Pomeroy Road to Hetrick Road, as a link in an east/west connection between Halcyon Road and Highway 101.

11. Callender Road. Improve to two-lane rural road standards from Sheridan Road west to Highway 1.

12. Aden Way. Improve to two-lane rural standards with Class II bike lanes from Pomeroy Road to Hetrick Road, as a link in an east/west connection between Halcyon Road and Highway 101.

13. Mesa Road. Extend and improve to rural collector standards between Highway 1 and Osage ROAD. Improve to urban collector standards between Osage Road and Tefft Street.

14. Oso Flaco Road. Improve to rural collector standards, with a Class II bike lane from Highway 1 west to its end.

Local Collectors

1. Traffic and pedestrian safety problems needing attention include correction of poor sight distances at some intersections, inadequate traffic regulation devices, lack of marked crosswalks and inadequate traffic enforcement.

2. Access to individual properties usually occurs from local or minor streets. There are many local streets that will need to be installed as the planning area develops. The lack of an adequate circulation system has plagued the area for many years, especially on the Nipomo Mesa, where dirt roads may exist but are located on private property, or they exist as private easements.

3. Local streets need to be developed to a minimum level of improvement throughout the Nipomo Mesa, including the villages, in order for these areas to develop to their potential. These road improvements should be made as a condition of approval of land divisions, or alternative methods of funding may be to construct roads through a County service area and the establishment of an assessment district, or a cooperative road program. The Public Works Department will respond to requests from property owners for road improvements by providing information on the funding mechanism and the process of development roads.

4. Pedestrian, bicycle and equestrian passage along local streets are important for children within their neighborhoods and for access to destinations such as local schools, other neighborhoods and parks. Local streets also provide alternate routes for multi-use paths to avoid congested collector streets or arterials. People living along these local streets and neighborhoods should have direct input to determine the needs and type of design for pedestrian passage. Where that need has been determined, that is, where a local street leads to a regional trail, multi-use paths along one side of local streets are recommended where practical.

   Some roads should be abandoned where they would conflict with area development or sensitive areas. An example of the former is in the Los Berros Village town site and the latter is represented by a road platted in the bottom of Black Lake Canyon. Road abandonment proceedings can be initiated by the Board of Supervisors upon property owner requests or recommendations of staff. Abandonment by the County only involves the public's right to use the roadway, however, and does not affect private easement rights of the owners of land within the platted subdivision.

5. Within urban and village areas, local streets should be planned in a network of cross-streets to avoid concentrating traffic on a few large-scale streets, illustrated in Figure 5-4. The more connections between streets that are established, the easier and more convenient it will be not only to drive between destinations but also to walk and avoid vehicle trips entirely. Such connections may include pedestrian pathways and emergency vehicle accesses as well, particularly where cul-de-sacs are utilized.

6. Corbett Canyon Road. Improve to suburban collector standards from Deer Canyon Road to the city limits.

7. Noyes Road. Improve to suburban collector standards from Oak Park Road to Phillips Road, and to rural collector standards with asphalt paving from Phillips Road to Highway 227.

8. Stage Coach Road. Improve to suburban collector standards between the Arroyo Grande city limits and Lopez Drive.

9. Printz Road. Improve to suburban collector standards.

Implementing Road Improvements in the South County (South) Sub-area

The circulation maps located at the end of this chapter show existing and proposed collector and arterial roads in the sub-area. Privately funded improvements will be required of proposed land divisions and new development in accordance with the Land Use Ordinance, the Real Property Division Ordinance, and the planning area standards. Improvements to existing roads not maintained by the County may be provided through a variety of funding mechanisms.

Many road improvements will be constructed with individual subdivisions or development projects. Standards in Article 9 of the Land Use Ordinance require some improvements that are different from countywide ordinance requirements in recognition of the following objectives:

1. **All projects and subdivisions shall pay for their share of the cost of improvements that will be necessary because of the traffic they will generate.**

2. **Within residential areas, a wider right-of-way should be provided to allow for a landscaped parkway for street trees, between the curb and sidewalk, as illustrated in Figure 5-2. This improvement will provide a canopy of trees on streets and create a more open, suburban character within neighborhoods. Several streets are shown on the Nipomo Circulation map that should have a sufficient width dedicated for a multi-use pathway as well, as shown in Figure 5-3. The dedication requirement is in Article 9 of the Land Use Ordinance, and the improvement design should be selected from existing County Parks and Recreation Element options. As an incentive, the portion of abutting parcels within these dedications should not be deducted from the gross acreage of the parent parcel when calculating the minimum parcel size in Land Use Ordinance Section 22.22.**

3. **Streets within downtown and in residential areas should be designed in a modified grid pattern that provides an interconnected network of local streets, which should be curvilinear, as shown in Figure 5-4. Frequent connections will provide alternate routes and minimize traffic concentrating on collector and arterial streets. Cul-de-sac streets should also consider through routes for emergency vehicles and pedestrians when feasible.**

4. **Residential development should occur at moderate densities near major employment areas so that transit can be convenient to more people.**

5. **Design necessary road and street expansions to include measures to reduce the "hardscape" and retain the open visual character of the local area.**

6. **Streets should be the focal orientation of most urban development, as illustrated in Figure 5-5, to promote the efficient use of sidewalks and alternative transportation, by facing and locating buildings at or near the edge of the street, yet providing adequate setbacks in residential areas where needed to buffer noise.**

ORDINANCE NO. 3509

AN ORDINANCE AMENDING TITLE 22 OF THE SAN LUIS OBISPO COUNTY CODE, THE LAND USE ORDINANCE (INLAND), TO ADD REFERENCES TO THE DANA RESERVE SPECIFIC PLAN AREA

The Board of Supervisors of the County of San Luis Obispo ordains as follows:

SECTION 1: Section 22.04.030 of the Land Use Ordinance, Title 22 of the San Luis Obispo County Code, is hereby amended as follows:

TABLE 2-1
LAND USE CATEGORIES AND COMBINING DESIGNATIONS

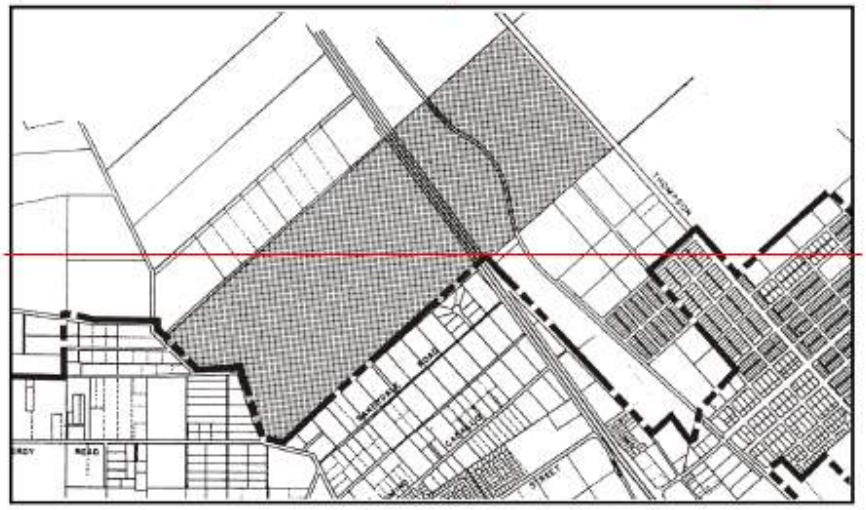
Map Symbol	**Land Use Category Name**
Agricultural and Rural Categories	
AG	Agriculture
RL	Rural Lands
Residential Categories	
RR	Residential, Rural
RS	Residential, Suburban
RSF	Residential, Single-Family
RMF	Residential, Multi-Family
Commercial and Industrial Categories	
OP	Office and Professional
CR	Commercial, Retail
CS	Commercial, Service

Map Symbol	Land Use Category Name
IND	Industrial
Special Purpose Categories	
OS	Open Space
REC	Recreation
PF	Public Facilities
DRSP	Dana Reserve Specific Plan
Combining Designations	
AR	Airport Review Area
EX	Energy and Extractive Resource Area
EX1	Extractive Resource Area
FH	Flood Hazard
GSA	Geologic Study Area
H	Historic Site
LCP	Local Coastal Plan Area
RE	Renewable Energy Area
SRA	Sensitive Resource Area
TDCR	Transfer of Development Credit Receiving Site
TDCS	Transfer of Development Credit Sending Site

SECTION 2: Section 22.06.030 of the Land Use Ordinance, Title 22 of the San Luis Obispo County Code, is hereby amended to include the Dana Reserve Specific Plan as a land use category in Table 2-2: Allowable Land Uses and Permit Requirements and to reference the Dana Reserve Specific Plan for permit requirements for all land uses.

SECTION 3: Section 22.98.072(H)(8) of the Land Use Ordinance, Title 22 of the San Luis Obispo County Code, is hereby deleted in its entirety.

~~(8) Canada Ranch property - Specific Plan requirement. A Specific Plan shall be prepared for the Canada Ranch property shown in Figure 98-40 under the guidance of the County upon the application and funding by the property owner(s) prior to the approval of land division applications, although a clustered land division proposed in compliance with the Residential Rural category, Section 22.22.140, and other applicable provisions of this Title, may be approved without Specific Plan preparation. The Specific Plan shall be prepared in compliance with Government Code Section 65450 to plan for the following:~~



~~Figure 98-41: RR - Canada Ranch Property~~

~~a. Types of uses. The concept of a Specific Plan is for uses in the following priority for acreage, scale and intensity:~~

~~(1) Open space uses within the oak woodlands;~~

~~(2) Industrial park(s) that will generate "basic" employment for the Nipomo and south county area;~~

~~(3) Commercial service parks that do not conflict with downtown and community shopping commercial uses within Nipomo;~~

~~(4) Retail uses to serve the daily shopping needs of employees and residents of the site in compliance with purpose and character statements for neighborhood shopping areas in Framework for Planning - Inland Area;~~

~~(5) Commercial retail uses that are in compliance with purpose and character statements in Framework for Planning - Inland Area for highway-oriented retail;~~

~~(6) Residential areas to contain a mix of housing unit types, a portion of which should be affordable to average employee incomes on the site, timing to be concurrent with or following establishment and operation of nonresidential uses, the timing to be determined by a market feasibility study.~~

~~b. Oak habitat preservation. Designation of the existing oak forest habitat for open space preservation, where limited recreational and open space uses may be allowed.~~

~~c. Pedestrian-oriented site planning. Location of workplaces, shopping, services, civic buildings and residences in close proximity to each other to facilitate walking and alternative transportation to the private vehicle.~~

~~d. Architecture and landscaping. Guidelines for architecture and landscaping that respond to the rural character of the area.~~

~~e. Resource, facility and services needs. Extent of necessary public, or private where applicable, needs including, but not limited to, safety, health, waste management and water supply.~~

SECTION 4: Section 22.98.072(H)(9) of the Land Use Ordinance, Title 22 of the San Luis Obispo County Code, is hereby renumbered as Section 22.98072(H)(8).

SECTION 5: Section 22.98.072(H)(10) of the Land Use Ordinance, Title 22 of the San Luis Obispo County Code, is hereby renumbered as Section 22.98072(H)(9).

SECTION 6: Section 22.98.072(H)(11) of the Land Use Ordinance, Title 22 of the San Luis Obispo County Code, is hereby renumbered as Section 22.98072(H)(10).

SECTION 7: Section 22.98.072(H)(12) of the Land Use Ordinance, Title 22 of the San Luis Obispo County Code, is hereby renumbered as Section 22.98072(H)(11).

SECTION 8: Section 22.98.072(H)(13) of the Land Use Ordinance, Title 22 of the San Luis Obispo County Code, is hereby renumbered as Section 22.98072(H)(12).

SECTION 9: Section 22.98.072(H)(14) of the Land Use Ordinance, Title 22 of the San Luis Obispo County Code, is hereby renumbered as Section 22.98072(H)(13).

SECTION 10: Section 22.108.040 of the Land Use Ordinance, Title 22 of the San Luis Obispo County Code, is hereby amended as follows:

A. Community-wide standards. The following standards apply to all land use categories within the Nipomo urban reserve line.

1. Connection to community sewers. New parcels within the Nipomo Urban Services Line shall be designed to provide for future connection to the community sewage system, except for the areas shown in Figure 108-20 - low density residential areas.
2. Right-of-way requirements for residential categories. On all streets outside the central business district, an offer of dedication shall be made for parcels adjacent to public streets at the time of subdivision or new development, for a minimum 8-foot parkway between the curb and sidewalk, unless adequate right-of-way exists, as illustrated in Figure 108-

4. The area of dedication may be included in the net acreage calculation of allowable density. Landscaping improvements shall be provided and include a minimum of one street tree per 50 feet frontage and lawn or low-maintenance plants. For right-of-way requirements for residential categories within the Dana Reserve Specific Plan (DRSP), refer to 22.108.040.I.

SECTION 11: Section 22.108.040 of the Land Use Ordinance, Title 22 of the San Luis Obispo County Code, is hereby amended as follows:

J. Dana Reserve Specific Plan (DRSP). The following apply within the Dana Reserve Specific Plan land use category.

1. Dana Reserve Specific Plan (DRSP). The Dana Reserve Specific Plan is hereby incorporated by reference. Development within the Dana Reserve Specific Plan Area shall be consistent with the adopted Specific Plan and/or approved amendments thereto.

SECTION 12: The County Board of Supervisors and the County Environmental Coordinator, after completion of the initial study, found that there was substantial evidence in the record that the project may have a significant effect on the environment, and therefore a Final Environmental Impact Report (EIR) was prepared (pursuant to Public Resources Code Section 21000 et seq., and CA Code of Regulations Section 15000 et seq.) for this project. The Final EIR addresses potential impacts on: Aesthetics, Agricultural and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire. Mitigation measures address these impacts and are included as project conditions of approval. Overriding considerations were determined necessary based on significant and unavoidable impacts associated with Air Quality, Biological Resources, Greenhouse Gas Emissions, Land Use and Planning, Population and Housing, and Transportation, and growth-inducing impacts.

SECTION 13: If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion of this ordinance. The County Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 14: Before the expiration of 15 days after adoption of this amendment, a summary shall be published once in a newspaper of general circulation in the County of San Luis Obispo, State of California, together with the names of the members of the Board of Supervisors voting for and against the ordinance.

SECTION 15: This ordinance shall take effect and be in full force on and after 30 days from the date of its passage hereof.

INTRODUCED at a regular meeting of the Board of Supervisors held on the 9th day of April, 2024, and **PASSED** and **ADOPTED** by the Board of Supervisors of the County of San Luis Obispo, State of California, on the 24th day of April, 2024, by the following roll call vote, to wit:

AYES: Supervisors John Peschong, Dawn Ortiz-Legg, and Chairperson Debbie Arnold

NOES: Supervisors Bruce S. Gibson and Jimmy Paulding

ABSENT: None

ABSTAINING: None

Debbie Arnold

Chairperson of the Board of Supervisors
County of San Luis Obispo
State of California

ATTEST:

REBECCA CAMPBELL
Ex-Officio Clerk of the Board of Supervisors

By: Annette Ramirez
Deputy Clerk

ORDINANCE CODE PROVISIONS APPROVED
AS TO FORM AND CODIFICATION:
RITA L. NEAL

County Counsel

By: /s/ Benjamin Dore
Deputy County Counsel

Dated: April 8, 2024

STATE OF CALIFORNIA) ss.
COUNTY OF SAN LUIS OBISPO)

I, **REBECCA CAMPBELL**, Ex-Officio Clerk of the Board of Supervisors thereof, do hereby certify the foregoing to be a full, true and correct copy of an order entered in the minutes of said Board of Supervisors, and now remaining of record in my office.

Witness, my hand and seal of said Board of Supervisors on May 9, 2024.

REBECCA CAMPBELL,
Acting County Administrative Officer and Ex-Officio Clerk of the Board of Supervisors

By:
Deputy Clerk of the Board of Supervisors

LRP2020-00007

ORDINANCE NO. 3510

AN ORDINANCE AMENDING TITLE 26 OF THE SAN LUIS OBISPO COUNTY CODE, THE GROWTH MANAGEMENT ORDINANCE, TO ADD REFERENCES AND GROWTH RATE LIMITS FOR THE DANA RESERVE SPECIFIC PLAN AREA

The Board of Supervisors of the County of San Luis Obispo ordains as follows:

SECTION 1: Section 26.01.020 of the Growth Management Ordinance, Title 26 of the San Luis Obispo County Code, is hereby amended as follows:

(5) The Woodlands Specific Plan~~.~~;

(6) The Dana Reserve Specific Plan.

SECTION 2: Section 26.01.070. of the Growth Management Ordinance, Title 26 of the San Luis Obispo County Code, is hereby amended as follows:

(12) Maximum Number of New Dwelling Units Allowed within the Dana Reserve Specific Plan Area. Notwithstanding any other provisions of this title, allocations may be issued for the Dana Reserve Specific Plan Area (see Figure 3) as follows:

a. In accordance with the adopted Dana Reserve Specific Plan phasing plan.

b. Allocations issued to the Dana Reserve Specific Plan Area are nontransferable and terminate only at issuance of building permits.

c. The maximum number of all dwelling units for the Dana Reserve Specific Plan Area shall be one thousand three hundred seventy (1,370), not including accessory dwelling units (ADUs) as allowed by State law.



Figure 3. Dana Reserve Specific Plan Area

SECTION 3: The County Board of Supervisors and the County Environmental Coordinator, after completion of the initial study, found that there was substantial evidence in the record that the project may have a significant effect on the environment, and therefore a Final Environmental Impact Report (EIR) was prepared (pursuant to Public Resources Code Section 21000 et seq., and CA Code of Regulations Section 15000 et seq.) for this project. The Final EIR addresses potential impacts on: Aesthetics, Agricultural and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire. Mitigation measures address these impacts and are included as project conditions of approval. Overriding considerations were determined necessary based on significant and unavoidable impacts associated with Air Quality, Biological

Resources, Greenhouse Gas Emissions, Land Use and Planning, Population and Housing, and Transportation, and growth-inducing impacts.

SECTION 4: If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion of this ordinance. The County Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 5: Before the expiration of 15 days after adoption of this amendment, a summary shall be published once in a newspaper of general circulation in the County of San Luis Obispo, State of California, together with the names of the members of the Board of Supervisors voting for and against the ordinance.

SECTION 6: This ordinance shall take effect and be in full force on and after 30 days from the date of its passage hereof.

INTRODUCED at a regular meeting of the Board of Supervisors held on the 9th day of April, 2024, and **PASSED** and **ADOPTED** by the Board of Supervisors of the County of San Luis Obispo, State of California, on the 24th day of April, 2024, by the following roll call vote, to wit:

AYES: Supervisors John Peschong, Dawn Ortiz-Legg, and Chairperson Debbie Arnold

NOES: Supervisors Bruce S. Gibson and Jimmy Paulding

ABSENT: None

ABSTAINING: None

Debbie Arnold

Chairperson of the Board of Supervisors
County of San Luis Obispo
State of California

ATTEST:

REBECCA CAMPBELL
Ex-Officio Clerk of the Board of Supervisors

By: Annette Ramirez
Deputy Clerk

[SEAL]

ORDINANCE CODE PROVISIONS APPROVED
AS TO FORM AND CODIFICATION:

RITA L. NEAL
County Counsel

By: /s/ Benjamin Dore
Deputy County Counsel

Dated: April 8, 2024

STATE OF CALIFORNIA) ss.
COUNTY OF SAN LUIS OBISPO)

I, **REBECCA CAMPBELL**, Ex-Officio Clerk of the Board of Supervisors thereof, do hereby certify the foregoing to be a full, true and correct copy of an order entered in the minutes of said Board of Supervisors, and now remaining of record in my office.

Witness, my hand and seal of said Board of Supervisors on May 9, 2024.

REBECCA CAMPBELL,
Acting County Administrative Officer and Ex-Officio Clerk of the Board of Supervisors

By:
Deputy Clerk of the Board of Supervisors

LRP2020-00007

ORDINANCE NO. 3511

AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO AND NKT DEVELOPMENT, LLC

The Board of Supervisors of the County of San Luis Obispo ordains as follows:

SECTION 1: Findings. In addition to the findings set forth in the recitals, which are incorporated herein by this reference, the Board of Supervisors hereby finds based on all the evidence before it, as follows:

a) The proposed Development Agreement attached hereto as Exhibit A is consistent with the General Plan and the Dana Reserve Specific Plan, as adopted on April 24, 2024; and

b) The proposed Development Agreement complies with zoning, subdivision, and other applicable ordinances and regulations; and

c) The proposed Development Agreement promotes the general welfare, allows more comprehensive land use planning and provides substantial public benefits and necessary public improvements for the region, making it in the County's interest to enter into the Development Agreement with the applicant; and

d) The proposed Dana Reserve Specific Plan project and Development Agreement:

   i.) Will not adversely affect the health, safety or welfare of persons living or working in the surrounding area; and

   ii.) Will be appropriate at the proposed location and will be compatible with adjacent land uses.

SECTION 2: Action. The Development Agreement is hereby approved subject to such minor, confirming and clarifying changes consistent with the terms thereof as may be approved by the Director of the Department of Planning and Building, in consultation with the County Counsel, prior to the execution thereof.

SECTION 3: Upon the effective date of this Ordinance as provided in Section 7 hereof, the Chairperson of the Board of Supervisors and Clerk of the Board are hereby authorized and directed to execute the Development Agreement and, upon full execution, record the Development Agreement in the Official Records of San Luis Obispo County.

SECTION 4: The Director of the Department of Planning and Building is hereby authorized and directed to administer the Development Agreement in accordance with its terms.

SECTION 5: CEQA Determination. The County Board of Supervisors and the County Environmental Coordinator hereby finds that the Development Agreement has been reviewed according to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.) and the County's local standards. The County prepared an Initial Study and, based on information contained in the initial study, concluded that there was substantial evidence that the Project might have significant impacts on the environment. Pursuant to CEQA Guidelines Section 15064 and 15081, and based upon the information contained in the Initial Study, the County prepared an Environmental Impact Report ("EIR") for the Project to analyze potential impacts on the environment. The Board of Supervisors certified the EIR on April 24, 2024, pursuant to Resolution No. 2024-109, made certain CEQA Findings and determinations and adopted a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program.

SECTION 6: If any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the remaining portion of this ordinance. The County Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 7: Before the expiration of 15 days after the adoption of this ordinance by the San Luis Obispo County Board of Supervisors, it shall be published once in a newspaper of general circulation published in the County of San Luis Obispo, State of California, together with the names of the members of the Board of Supervisors voting for and against the ordinance.

SECTION 8: This Ordinance shall become effective thirty (30) days after its enactment by the Board of Supervisors.

INTRODUCED at a regular meeting of the Board of Supervisors held on the 9th day of April, 2024, and **PASSED AND ADOPTED** by the Board of Supervisors of the

County of San Luis Obispo, State of California, on the 24th day of April, 2024, by the following roll call to vote, to wit:

AYES: Supervisors John Peschong, Dawn Ortiz-Legg, and Chairperson Debbie Arnold

NOES: Supervisors Bruce S. Gibson and Jimmy Paulding

ABSENT: None

ABSTAINING: None

Debbie Arnold

Chairperson of the Board of Supervisors
County of San Luis Obispo
State of California

ATTEST:

REBECCA CAMPBELL
Ex-Officio Clerk of the Board of Supervisors

By: Annette Ramirez
Deputy Clerk

[SEAL]

ORDINANCE CODE PROVISIONS APPROVED AS TO FORM AND CODIFICATION:

RITA L. NEAL
County Counsel

By: /s/ Benjamin Dore
Deputy County Counsel

Dated: April 8, 2024

STATE OF CALIFORNIA) ss.
COUNTY OF SAN LUIS OBISPO)

I, **REBECCA CAMPBELL,** Ex-Officio Clerk of the Board of Supervisors thereof, do hereby certify the foregoing to be a full, true and correct copy of an order entered in the minutes of said Board of Supervisors, and now remaining of record in my office.

Witness, my hand and seal of said Board of Supervisors on May 9, 2024.

REBECCA CAMPBELL,
Acting County Administrative Officer and Ex-Officio Clerk of the Board of Supervisors

By:
Deputy Clerk of the Board of Supervisors

2024013076
Elaina Cano
San Luis Obispo - County Clerk-Recorder
05/16/2024 09:21 AM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

Recording Fees Exempt Pursuant to
Government Code § 27383

Recording Requested By And
When Recorded Mail to:

County of San Luis Obispo
c/o Clerk of the Board
1055 Monterey Street
San Luis Obispo, California 93408

APNs: 091-301-073, 091-301-031, 091-301-029

04/24/2024, Item No. 28

DEVELOPMENT AGREEMENT
BY AND BETWEEN

THE COUNTY OF SAN LUIS OBISPO

AND

NKT DEVELOPMENT, LLC

RELATING TO
THE DANA RESERVE PROJECT

(The "DANA RESERVE DEVELOPMENT AGREEMENT")

As Adopted by the San Luis Obispo County Board of Supervisors
on April 24, 2024 by Ordinance No. 3511

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DEVELOPMENT AGREEMENT
BY AND BETWEEN THE COUNTY OF SAN LUIS OBISPO AND NKT DEVELOPMENT, LLC RELATING TO THE DANA RESERVE

THIS DEVELOPMENT AGREEMENT is entered into this 24th day of April, 2024 (**"Execution Date"**), by and between the COUNTY OF SAN LUIS OBISPO, a municipal corporation (**"County"**), and NKT Development, LLC, a California limited liability company (**"Land Owner"**), hereinafter referred to in this Development Agreement individually as a **"Party"** and collectively as the "**Parties**."

RECITALS AND DEFINITIONS

A. The "**Project,**" as referenced in this Development Agreement, consists of the development of housing, commercial, park, and open space uses located within the Dana Reserve Specific Plan Area, as further described in Section 2.01 below. The **"Property,"** as referenced in this Development Agreement, consists of approximately 288 acres of land designated for development under the Dana Reserve Specific Plan (**"DRSP"**). The Property is depicted on **Exhibit A** and legally described on **Exhibit B**, both attached hereto and incorporated herein by this reference.

B. Land Owner represents and warrants to County that as of the Execution Date, Land Owner owns or otherwise has legal interest in the Property.

C. County and Land Owner have engaged in a cooperative and successful relationship to establish a specific plan for the future of the DRSP Area. These efforts culminated in the County's adoption and approval of the following entitlements:

(1) The Final Environmental Impact Report and associated Mitigation Monitoring and Reporting Plan (including all mitigation measures therein) for the Project certified and adopted, respectively, by Resolution No. 2024-109, on April 24, 2024, as further identified in Recital D, below.

(2) An amendment to the General Plan (Resolution No. 2024-108), adopted on April 24, 2024.

(3) The DRSP adopted by Resolution No. 2024-108, adopted on April 24, 2024.

(4) The County's Zoning Ordinance, Title 22, as amended by Ordinance No. 3509, adopted April 24, 2024.

(5) The Vesting Tentative Map # 3159 approved on April 24, 2024.

(6) Conditional Use Permit (CUP) No. SUB2020-0047 for Oak Tree Removal and Grading/Impervious Surfaces.

(7) Ordinance No. 3511 dated April 24, 2024 adopting this Development Agreement (the "**Adopting Ordinance**").

(8) The County's Growth Management Ordinance, Title 26, as amended by Ordinance No. 3510, adopted on April 24, 2024.

(9) The conditions of approval of each of the foregoing.

These approvals are collectively referred to herein as the Project Approvals (as further defined in Section 2.02).

D. Before approving the Project Approvals, the Board of Supervisors of the County of San Luis Obispo: (i) reviewed and considered the significant environmental impacts of the Project and several alternatives to the Project, as described in that certain Final Environmental Impact Report (the **"Project EIR"**) and (ii) adopted Resolution No. 2024-109 on April 24, 2024 to certify the Project EIR, making Findings Concerning Mitigation Measures and Alternatives (the "**Findings**"), adopting a Statement of Overriding Considerations, and adopting a Mitigation Monitoring and Reporting Plan (the **"MMRP"**), all in accordance with the provisions of the California Environmental Quality Act, California Public Resources Code section 21000 et seq. ("**CEQA**").

E. A principal purpose of this Development Agreement is to further the cooperative relationship between County and Land Owner for the benefit of the County and the residents of the County during the implementation of the DRSP. The County and Land Owner join as Parties to this Development Agreement to ensure the requirements of the Development Agreement statute (California Government Code section 65864 et. seq.) are satisfied. As more fully set forth below, this Development Agreement contains covenants and/or servitudes that run with the title to the Property.

F. The Parties intend this Development Agreement to achieve the following purposes:

(1) that once this Development Agreement has taken legal effect, Land Owner shall have a full and vested right, throughout the term of this Development Agreement, to the Rights and Obligations, as further defined in Recital G, as to the Property;

(2) to reduce the uncertainty in planning and implementation of the Project and to secure the orderly development thereof, ensure a desirable and functional community environment, provide effective and efficient development of public facilities, infrastructure and services appropriate for the development of the Project, ensure maximum effective utilization of resources within the County, and provide other significant benefits to the County and its residents, which such Community Benefits are described in **Exhibit C**, attached hereto;

(3) to be consistent with and to implement the County's General Plan, the DRSP and, more particularly, to achieve the community's development objectives for the Property; and

(4) to provide new residences to help satisfy the County's housing obligations under State Law.

The Rights and Obligations of the Parties to this Development Agreement shall be construed and interpreted so as to give full effect to each and all of these purposes.

G. As used in this Development Agreement, "**Rights**" shall mean all of the vested and other rights and benefits of this Development Agreement, and the term "**Obligations**" shall mean all of the duties, obligations, responsibilities and other burdens of this Development Agreement.

H. References to lot numbers in this Development Agreement refer to lots as numbered in Vesting Tentative Tract Map. No. 3159 dated July 18, 2023.

I. As used in this Development Agreement, the terms, phrases and words shall have the meanings and be interpreted as set forth in this Development Agreement (the meaning given the term in the singular shall include the term in the plural and vice versa) unless the context clearly indicates the Parties intended another meaning. To the extent any capitalized terms contained in this Development Agreement are not defined within it, then such terms shall have the meaning ascribed to them in Applicable Law or, if no meaning is given a term in such sources, the most common understanding of the term, in light of the terms and conditions of this Development Agreement, shall control.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth in this Development Agreement, the Parties hereby agree as follows:

ARTICLE 1. GENERALLY Section 1.01. Land Owner. As used herein, "**Land Owner**" means NKT Development, LLC, a California limited liability company, any affiliated entity, or any permitted successor, assign, or transferee.

Section 1.02. Effective, Vesting and Vesting Dates. This Development Agreement is entered into by and between the County and Land Owner and takes legal effect on the date that it is signed by the later of them to do so (the "**Effective Date**"), although the rights and obligations of this Agreement with respect to the development of the Site shall become effective on April 24, 2024, the date that Ordinance No. 3511 approving this Development Agreement takes legal effect (the "**Vesting Date**"). The terms and conditions of this Development Agreement shall be for the benefit of or a burden upon the Property, shall run with title to the Property, and shall be binding upon Land Owner and its successors, assigns and transferees during their respective ownerships of any portion of the Property from and after the later of those two dates.

Section 1.03. Term.

Section 1.03.1. In General.

(a) Although this Agreement shall legally bind the Parties upon the Effective Date, the term of this Development Agreement shall commence upon the Vesting Date defined in section

1.02 above and shall continue until, and terminate upon, the earliest of the following dates ("**Termination Date**"):

(1) 12:01 a.m. on the 20th anniversary of the Vesting Date (the "**Initial Termination Date**"), unless Land Owner requests, and the County Board of Supervisors approves, an extension of the Term for an additional 10-year period, in which case the Termination Date shall be 12:01 on the 30th anniversary of the Vesting Date. Such request for an extension shall be submitted, in writing, to the County Administrator at least 60 days, but no earlier than 180 days, before the Initial Termination Date. The County may deny the request for an extension if Land Owner is not in substantial compliance with all of its Obligations under this Development Agreement. Any disputes regarding or relating to any extensions under this Section shall be resolved in accordance with Article 12 hereof.

(2) This Development Agreement may be terminated with respect to property included in a recorded final subdivision map creating residential lots on any portion of the Property, provided that no further on-site or off-site infrastructure is required and no conditions or mitigation measures remain to be satisfied before building permits may issue for the development of those lots. Concurrently with or following recordation of such a subdivision map as to any portion of the Property, Land Owner may request in writing, and the Director of the Department of Planning and Building (the "**Planning Director**") shall be authorized to execute and shall not unreasonably withhold, a certificate of termination of this Agreement in recordable form solely as to the property included in such a final recorded map; provided that no such certificate need issue if Obligations to the County under this Development Agreement remain unfulfilled which are not made conditions of approval of the subdivision map. Upon the Planning Director's recordation of such a certificate, this Development Agreement shall terminate as to the land covered by such final map. If Land Owner does not request or the Planning Director does not issue such a certificate, this Development Agreement shall continue to apply to any lot depicted on such a subdivision map until this Development Agreement otherwise expires or terminates according to its terms. Notwithstanding the foregoing, this Development Agreement shall automatically terminate with respect to any lot intended for residential development upon final certificate of occupancy or sign-off of the building permit for a residential structure on such lot.

(b) This Development Agreement shall be of no further force, effect or operation upon the Termination Date. Subject to the provisions of Section 6.05 below, in no event shall the expiration or termination of this Development Agreement result in expiration or termination of any Project Approval without further action of County.

Section 1.04. Execution and Recordation of Agreement.

Section 1.04.1. Execution and Recordation. Land Owner shall execute this Development Agreement in conformance with Section 12.15 below within five business days following the adoption of the Adopting Ordinance referenced in Recital C above. Provided Land Owner has so executed this Agreement, County shall execute this Agreement, in conformance

with Section 12.15 of this Agreement, within five business days of Land Owner's execution of this Development Agreement.

Section 1.04.2. Recordation. County shall deliver this Agreement to the County Recorder for recordation within 10 days following its execution.

ARTICLE 2. DESCRIPTION OF THE PROJECT Section 2.01. In General. As used herein, "**Project**" means the development of the Property as described in the Project Approvals (defined in Section 2.02 below), including all on-site and off-site "Project Facilities and Infrastructure" (defined in Section 13.01.1 below). The Project contemplates the development of the approximately 288-acre Property with up to approximately 1,370 residential units, up to approximately 152 accessory dwelling units, up to approximately 203,000 square feet of commercial uses, including an up to approximately 60,000-sf hotel and an approximately 30,000-sf educational/training facility, as well as up to approximately 61.94 acres of active and passive open space areas.

Section 2.02. Project Approvals. As used herein, "**Project Approvals**" include, but are not limited to:

(i) those provisions of County's General Plan that relate to or affect the Property, as the General Plan existed on the Vesting Date and as it may be amended from time to time consistent with this Development Agreement (the "**General Plan**");

(ii) those provisions of the DRSP that relate to or affect the Property, as the DRSP existed on the Vesting Date and as it may be amended from time to time consistent with this Development Agreement;

(iii) the zoning of the Property, as it existed on the Vesting Date and as it may be amended from time to time consistent with this Development Agreement thereafter (the "**Zoning**"); and

(iv) the other entitlements listed in Recital C above;

provided, however, that "**Project Approvals**" shall not mean or include amendments to the General Plan, DRSP or Zoning of the Property that conflict with the Project Approvals as they existed on the Vesting Date, unless Land Owner consents in writing to such conflicting amendments.

Section 2.03. Subsequent Approvals. As used herein, "**Subsequent Approvals**" are those permits and approvals (other than the Project Approvals and amendments thereto) necessary or desirable for the development of the Project including, without limitation, those identified in Section 2.04 below.

Section 2.04. Subsequent Approval Documents. The Subsequent Approvals defined in Section 2.03 above include, but are not limited to:

(i) subdivision maps (including phased final maps) and related or similar approvals issued under the California Subdivision Map Act;

(ii) development permits (including Site Plan Reviews and Conditional Use Permits as described in the DRSP);

(iii) design review approvals (as described in the DRSP);

(iv) any other discretionary or ministerial permits or approvals of County necessary or appropriate for build-out of the Project and Property; and

(v) any amendments to any of the foregoing necessary or appropriate for the development of the Project.

Section 2.05. Processing Subsequent Approvals.

Section 2.05.01. Processing of Subsequent Approvals. County will accept, make completeness determinations, and process, promptly and diligently to completion, all applications for Subsequent Approvals for the Project in accordance with the terms of this Development Agreement and Applicable Law.

Section 2.05.02. Scope of Review of Subsequent Approvals. By approving the Project Approvals, County has made a final policy decision that the Project will be beneficial to the County and its residents through the creation of needed housing and the construction of public improvements and facilities. Accordingly, County shall not use its authority in considering any application for a discretionary Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise to prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed to be tools to implement those final policy decisions. The scope of the review of applications for Subsequent Approvals shall be limited to a review of substantial conformity with the Applicable Law and Rights vested hereunder (the "**Vested Elements**") (except as otherwise provided by Sections 4.02 through 4.04), and compliance with CEQA and other Applicable Law. Where such conformity/compliance exists, County shall not deny an application for a Subsequent Approval for the Project, except as necessary to comply with Applicable Law.

Section 2.05.03. Conditions of Subsequent Approvals. County shall have the right to impose reasonable conditions upon Subsequent Approvals including, without limitation, normal and customary dedications for rights of way or easements for public access, utilities, water, sewers, and drainage necessary for the Project; provided, however, such conditions and dedications shall not be inconsistent with the Applicable Law or Project Approvals, nor inconsistent with the development of the Project as contemplated by this Agreement except to the extent required by Applicable Law. Land Owner may protest any conditions, dedications or fees while continuing to develop the Property. Such a protest by Land Owner shall not delay or stop the issuance of building permits or certificates of occupancy for any aspect of the Project not related to the condition protested. No conditions imposed on Subsequent Approvals shall require dedications or reservations for, or construction or funding of, public infrastructure or public improvements beyond those already included in the DRSP and the MMRP except to the extent required by CEQA.

Section 2.06. Approvals. Project Approvals, amendments to Project Approvals, and Subsequent Approvals are sometimes referred to in this Development Agreement collectively as the "**Approvals**" and each individually as an "**Approval**."

ARTICLE 3. DEVELOPMENT OF PROJECT IN GENERAL Section 3.01. Consideration to Land Owner. The Parties acknowledge and agree that County's agreement to perform and abide by the Rights and Obligations of County set forth herein is material consideration for Land Owner's agreement to perform and abide by the Rights and Obligations of Land Owner set forth herein.

Section 3.02. Consideration to County. The Parties acknowledge and agree that Land Owner's agreement to perform and abide by the Rights and Obligations of Land Owner set forth herein is material consideration for County's agreement to perform and abide by the Rights and Obligations of County set forth herein.

Section 3.03. Rights of Land Owner Generally. Land Owner shall have a fully vested right to develop the Project and to use the Property consistently with this Development Agreement and Applicable Law.

Section 3.04. Rights of County Generally. County shall have a right to regulate development of the Project and use of the Property consistently with this Development Agreement and Applicable Law.

Section 3.05. Project Parameters. The permitted uses of the Property, the density and intensity of use of the Property, including the maximum height and approximate size of buildings included in the Project, shall be as set forth herein and in the Project Approvals.

Section 3.06. Mutual Cooperation for Other Governmental Permits. County and Land Owner, as appropriate, shall each be responsible to apply to the respective governmental or quasi-governmental agencies for necessary permits and approvals for development and use of the Property (e.g., agencies having jurisdiction over water supply; wastewater treatment, reuse and disposal; access to the Property; wetlands-related and other biological issues). County and Land Owner shall each take any and all actions as may be necessary or appropriate to process successfully such permits and approvals, provided such permits and approvals are consistent with the DRSP and agreed by the County and Land Owner to be reasonably necessary or desirable for the construction, maintenance or operation of the Project.

Section 3.07. Timing of Development.

Section 3.07.1. Timing Requirements.

(a) Land Owner shall be obligated to comply with the terms and conditions of the Project Approvals, the DRSP, and this Development Agreement when specified in each. The Parties acknowledge that the rate at which the Project will develop depends upon numerous factors and market conditions that are not entirely within Land Owner's or the County's control. The Parties wish to avoid the result of *Pardee Construction Co. v. County of Camarillo*, 37 Cal.3d 465 (1984), where the failure of the parties there to expressly provide for the timing of development resulted in the court's determination that a later-adopted initiative restricting the timing of development prevailed over the parties' agreement. Accordingly, the Parties acknowledge that Land Owner shall have the right to develop the Project at

such time Land Owner deems appropriate in the exercise of its subjective business judgment except as provided in subsections (b), below.

(b) Land Owner may proceed with the development of any portion of the Project consistent with the Project Approvals, or make any financial commitment associated with any such development when, in Land Owner's sole and absolute discretion, Land Owner determines it is in Land Owner's best financial or other interest to do so. The foregoing sentence shall not, however, limit any obligation of Land Owner under this Development Agreement with respect to any development activities that Land Owner chooses to undertake hereunder, nor shall anything herein be interpreted to relieve Land Owner from compliance with any condition of approval, environmental mitigation compliance measure or other applicable regulatory requirement under Applicable Law.

(c) Annexation into NCSD Required. The Parties acknowledge and agree that approval by the San Luis Obispo County Local Agency Formation Commission ("**LAFCO**") of the annexation of the Property into the Nipomo Community Services District ("**NCSD**") is necessary for development of the Project. No building permits shall issue for any habitable structures within the Project until LAFCO has approved annexation of the Property into the NCSD.

Section 3.07.2. Timing of Collector A Improvements. The Parties acknowledge and agree that the County has planned for the installation of a frontage road west of Highway 101 as part of its Capital Improvement Program and as a component of County's Transportation Development Impact Fee. Collector A was located and designed to meet the County's frontage road requirements. Regardless of whether or when the Project is developed, it is anticipated that the frontage road will be constructed as and when determined appropriate by the County, in its sole discretion, in accordance with the County's Capital Improvement Program. In the event that Land Owner has commenced site preparation and grading work for the Project prior to County's commencement of construction of Collector A, then the Land Owner will deliver and dedicate in a graded condition the right of way for Collector A to the County. In conjunction with such grading activities, Land Owner may install future subterranean utilities and utility conduits in manner and locations reasonably approved by the County. Thereafter, the County may construct the Collector A improvements in accordance with its Capital Improvement Program. In the event that Land Owner has not commenced site preparation and grading work for the Project at the time that the County elects to commence construction of Collector A, then Land Owner shall dedicate sufficient land for County to construct Collector A. Following completion of the Collector A improvements, any future modifications to the Collector A improvements by Land Owner shall require issuance of an encroachment permit by the County in accordance County's normal practice.

Section 3.08. Miscellaneous.

Section 3.08.01. Covenants, Conditions, and Restrictions (CC&Rs). CC&Rs for each subdivision within the Property shall state substantially the following: "This project is within the boundaries of the DRSP and, as such, is subject to design guidelines and development standards incorporated into the DRSP and the DRSP Design Guidelines, both on file with the Department of Planning and Building of the County of San Luis Obispo." Before the County approves a Final

Subdivision Map or issues a building permit for a land use that does not require a map, the CC&R disclosure statement referenced above shall be provided to County Counsel for review and approval.

Section 3.08.03. Public Utilities Easements. All land subject to public utilities easements (PUEs); public water, sewer, or storm drain easements; and public access easements shall be open and accessible to the County at all times.

Section 3.08.03. Model Homes. Prior to recordation of any final map, County agrees to issue building permits and occupancy certificates for the construction of model homes (and related model home complex structures) that will be used by Land Owner for the purpose of promoting sales of single-family residential units within the Project; provided, however, in no event shall County be required to issue more than six (6) building permits for the construction of model homes in each of neighborhoods 1 through 9, and in no event shall Land Owner be permitted to sell or transfer any model home until a Final Map has been recorded on that portion of the Project where the model home is located.

ARTICLE 4. APPLICABLE LAW

Section 4.01. In General.

Section 4.01.1. Applicable Law Defined. Except as the Parties may otherwise agree in writing, the rules, regulations and official policies applicable to the Project and the Property during the Term of this Development Agreement shall be those set forth in this Development Agreement and, except as otherwise set forth herein, the rules, regulations and official policies of County (including the plans, municipal codes, ordinances, resolutions and other local laws, regulations, capital facilities fees and policies of County) in force and effect on the Vesting Date as well as state and federal law applicable to the Project (collectively, "**Applicable Law**").

Section 4.01.2. Approvals as Applicable Law. Applicable Law shall include, without limitation, Approvals as they may be issued from time to time consistently with this Agreement.

Section 4.02. Application of Other County Laws.

Section 4.02.1. No Conflicting County Laws.

(a) County may apply to the Project and the Property any rule, regulation or official policy of County (including any plan, municipal code, ordinance, resolution or other local law, regulation, capital facility fee or policy of County) (each a "**County Law**") that does not conflict with Applicable Law or this Agreement. County shall not, however, without the written consent of Land Owner apply to the Project or the Property (whether by initiative, referendum, imposition of mitigation measures under CEQA or otherwise) any County Law that conflicts with Applicable Law or this Agreement.

(b) Any changes by the County to the General Plan or any Specific Plan, Zoning Ordinance, or other rules, regulations, ordinances, or policies of the County (whether adopted by ordinance, initiative, referendum, resolution, policy, order, or other means) (collectively "**Future Rules**") that are not in conflict with the Vested Elements shall apply to the Project. For purposes of this Section, "in conflict" means Future Rules would (i) alter the Vested Elements, or (ii) significantly frustrate the intent or purpose of the Vested Elements, or (iii) materially increase (e.g., by an amount more than 10%) the cost of performance of, or preclude compliance with, any provision of the Vested Elements, or (iv) significantly delay development of the Project, or (v) limit or restrict the availability of public utilities, services, infrastructure or facilities (for example, without limitation, water rights, water connection or sewage capacity rights, sewer connections, etc.) to the Project, or (vi) impose limits or controls in the rate, timing, phasing or sequencing of development of the Project beyond those existing on the Vesting Date, or (vii) increase or adopt new impact fees levied against the Project, except as provided in this Development Agreement, or (viii) limit or control the location of buildings, structures, grading, or other improvements of the Project inconsistently with or more restrictive than the Project Approvals; or (ix) apply to the Project any Future Rule otherwise allowed by this Agreement that is not uniformly applicable to all substantially similar development projects and project sites in the County; (x) require the issuance of additional permits or approvals by the County other than those required by Applicable Law; or (xi) establish, enact, increase, or impose against the Project or Property any fees, assessments, or other monetary obligations other than those specifically permitted by this Agreement; (xii) impose against the Project any condition, dedication or other exaction not specifically authorized by Applicable Law; or (xiii) limit the processing or procuring of applications and approvals of Subsequent Approvals. To the extent that Future Rules conflict with the Vested Elements, the Future Rules shall not apply to the Project, except as provided in this Section.

To the maximum extent permitted by law, County shall prevent any Future Rules from invalidating or prevailing over all or any part of this Agreement, and County shall cooperate with Land Owner and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. Land Owner reserves the right to challenge in court any Future Rule that would conflict with the Vested Elements or this Agreement or reduce the development rights provided by this Agreement.

A Future Rule that conflicts with the Vested Elements shall nonetheless apply to the Property if, and only if: (i) consented to in writing by Land Owner; (ii) it is determined by County and evidenced through findings adopted by the Board of Supervisors that the change or provision is reasonably required to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law as set forth in Section 4.04 below; (iv) it consists of revisions to, or new Uniform Codes permitted by Section 4.03; or (v) it is otherwise permitted by this Development Agreement.

Prior to the Vesting Date, the Parties shall have prepared two sets of the Project Approvals and Applicable Law (exclusive of state and federal law), one for County and one for Land Owner. If it becomes necessary in the future to refer to any of the Project Approvals or Applicable Law, the contents of these sets are presumed for all purposes of this Development Agreement, absent clear clerical error or similar mistake, to constitute the Project Approvals and Applicable Law.

(c) Except as provided in the project phasing plan, which will be incorporated into the County's Growth Management Ordinance, no County-imposed moratorium or other limitation (whether relating to the rate, timing, or sequencing of the development or construction of all or any part of the Project, whether imposed by ordinance, initiative, resolution, policy, order, or otherwise, and whether enacted by the Board of Supervisors, an agency of County, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued, or granted within County, or portions of County, following the approval of the DRSP, shall apply to the Project to the extent such moratorium or other limitation is in conflict with this Development Agreement; provided, however, the provisions of this subsection shall not affect County's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations, including without limitation County action to impose a moratorium on water or sewer service connections required by Applicable Law and as necessary to protect the public health, safety, and welfare.

(d) If County attempts to apply to the Project a County Law which Land Owner believes to conflict with Applicable Law or this Agreement, Land Owner shall give County written notice describing the legal and factual basis for Land Owner's position. The Parties shall meet and confer within 30 days of County's receipt of that notice to seek to resolve any disagreement. If no mutually acceptable solution can be reached, either Party may take such action as may be permitted under Article 9 below.

Section 4.03. Uniform Codes and Standard Specifications.

(a) Nothing herein shall prevent County from applying to the Project standards contained in local modifications to the California Building Code, provided:

(1) That the provisions of any such local modifications to the California Building Code shall apply to the Project only to the extent that such code is in effect on a County-wide basis and required (i) to comply with State or Federal Law, or (ii) to avoid a specific, adverse impact upon the public health or safety. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the building permit for a specific improvement were submitted to the County for approval; and

(2) With respect to those portions of any such uniform code that have been adopted by County without amendment, that the provisions of any such uniform code shall be interpreted and applied consistently with the generally prevailing interpretation and application of such code in California.

(b) Notwithstanding anything to the contrary contained herein, public improvements shall be constructed in accordance with the applicable public works standard specifications from the agency for which the improvements are being installed (e.g., County or the NCSD in effect at the time that such improvements are constructed.

Section 4.04. State and Federal Law.

(a) Nothing herein shall prevent County from applying to the Project or the Property any change in County Law required by: (a) state or federal law; or (b) any governmental agency that, due to the operation of state law (and not the act of County through a memorandum of understanding, joint exercise of powers or other agreement entered into after the Vesting Date), has binding legal authority over County.

(b) If the application of such changes prevents or precludes performance of one or more provisions of this Agreement, County and Land Owner shall take any and all such actions as may be necessary or appropriate to ensure the provisions of this Development Agreement are implemented to the maximum extent practicable.

Section 4.05. Expansion of Development Rights. If any Future Rule or State or Federal law expands, extends, enlarges or broadens Land Owner's rights to develop the Project, then, (a) if such law is mandatory, the provisions of this Development Agreement shall be modified as may be necessary to comply or conform with such new law, and (b) if such law is permissive, the provisions of this Development Agreement shall be modified, upon the mutual agreement of Land Owner and County, as may be necessary to comply or conform with such new law. Immediately after enactment of any such new law, upon Land Owner's request, the Parties shall meet and confer in good faith for a period not exceeding 60 days (unless such period is extended by mutual written consent of the Parties) to prepare such modification. Land Owner shall have the right to challenge County's refusal to apply any new law mandating expansion of Land Owner's rights under this Development Agreement pursuant to Article 9 of this Development Agreement, and if such challenge is successful, this Development Agreement shall be modified to comply with, or conform to, the new law.

ARTICLE 5. CONSIDERATION OF PERMITS AND APPROVALS Section 5.01. Review and Action Generally. Upon Land Owner's submission of any complete application for an Approval together with any fees required by County in accordance with Applicable Law, County shall use its best efforts to commence and complete promptly and diligently all steps necessary to act on the application. Land Owner shall promptly provide to County all information reasonably requested by County for its consideration of any such application.

Section 5.02. Applicable Law. Except as otherwise specifically provided in this Article 5, all applications for Approvals submitted by Land Owner shall be considered by County in accordance with Applicable Law. To the extent Land Owner applies for an approval that would have the effect of amending a component of Applicable Law as defined in Section 4.01.1, the aspect of Applicable Law to be amended shall not apply to the County's consideration of the application for such request.

Section 5.03. General Plan and DRSP Amendments. The Parties anticipate that Land Owner may request amendments to the General Plan or the DRSP to respond to changing circumstances and conditions. County is not obligated to approve any such application and may, in the exercise of its legislative discretion, approve, deny or propose conditions or modifications thereto, including conditions or modifications that might otherwise be prohibited by the vested rights provided by this Development Agreement. Land Owner shall be afforded a reasonable opportunity to review any such proposed conditions and modifications and to withdraw its application for a General Plan amendment or Specific Plan amendment (in which case neither Land Owner's proposed amendments nor the County's proposed modifications shall become effective).

Section 5.04. MMRP Application. When conducting an environmental review of any application for an Approval, County shall review the MMRP to determine if any mitigation measure contained in the MMRP as to the portion of the Property subject to this Development Agreement should be incorporated into the design of, or made a condition of approval of, such Approval.

Section 5.05. Life of Approvals. Any Approval issued by County, including any Tentative Tract Maps, shall continue in effect without expiration until the later of: (i) the expiration or earlier termination of this Development Agreement, including any extensions granted in accordance with this Development Agreement, or (ii) the date upon which such Approval would otherwise expire under California law.

Section 5.06. Vesting Maps. The ordinances, standards and policies applicable to any vesting tentative map, vesting parcel map, vesting subdivision map or any other type of vesting map ("**Vesting Map**") under California Government Code section 66474.2, and the ordinances, policies and standards vested under any Vesting Map pursuant to California Government Code section 66498.1(b) shall be those established as Applicable Law under this Agreement. If this Development Agreement terminates before the expiration of any Vesting Map or the vested rights provided thereby, such termination of this Development Agreement shall not affect Land Owner's right to proceed with development under such Vesting Map in accordance with the ordinances, policies and standards so vested under the Vesting Map. In accordance with California

Government Code section 66456.1, Land Owner and the County have concurred that multiple final maps may be filed.

ARTICLE 6. AMENDMENTS Section 6.01. In General. This Development Agreement may be amended from time to time only upon the mutual written consent of County and Land Owner and in compliance with the County's zoning ordinance; provided, however, that in connection with the transfer of any portion of Land Owner's Rights and/or Obligations under this Development Agreement to another person, entity, or organization pursuant to Article 10 below, Land Owner, such transferee and County may agree that the signature of such transferee may thereafter only be required to amend this Development Agreement insofar as such amendment would materially alter the Rights and/or Obligations of such transferee. In no event shall the signature or consent of any "Non-Assuming Transferee" (as defined in Section 10.03 below) be required to amend this Development Agreement.

Section 6.02. Future Approvals Do Not Require Amendments to Agreement. Except as the Parties may otherwise agree, no amendment of this Development Agreement shall be required in connection with the issuance of any Approval or an amendment to the MMRP. Any Approval issued after the Vesting Date as to a portion of the Property shall be incorporated automatically into this Development Agreement and vested hereby. Unless otherwise permitted by this Development Agreement, however, County shall not amend or issue any Approval unless Land Owner requests such an amendment or Approval.

Section 6.03. Operating Memoranda. The provisions of this Development Agreement require a close degree of cooperation between County and Land Owner. The Parties acknowledge that clarifications may be necessary with respect to the details of performance of County and Land Owner. If and when, from time to time during the term of this Development Agreement, the Parties agree that such clarifications are necessary and appropriate, the Parties shall effectuate such clarifications through operating memoranda, approved in writing by each of them, which, after execution, shall be attached hereto as addenda and become a part hereof. No such operating memoranda shall constitute an amendment to this Development Agreement requiring public notice or hearing. The County Administrator, in consultation with the County Counsel, shall make the determination on behalf of County whether a requested clarification may be effectuated pursuant to this Section 6.03 or whether the requested clarification is of such a character as to constitute an amendment hereof pursuant to Section 6.01 above. The County Administrator shall be authorized to execute any operating memoranda hereunder on behalf of County.

Section 6.04. Administrative Amendments. Upon the request of Land Owner for an amendment or modification of any Project Approval, the Planning Director or his/her designee shall determine: (a) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Development Agreement and the Applicable Law. If the Planning Director or his/her designee finds that the requested amendment or modification is both minor and substantially conforms to the material terms of this Development Agreement and the Applicable Law, the amendment or modification shall be determined to be an "**Administrative Amendment**," and the Planning Director or his/her designee may approve the Administrative Amendment without public notice or a public hearing.

ARTICLE 7. ANNUAL REVIEW Section 7.01. In General. The Planning Director shall annually and concurrently conduct: (i) the MMRP Evaluation as set forth in Section 8.01; and (ii) the Development Agreement Review as set forth in Section 8.04 (collectively, the "**Annual Review**"). With respect to the MMRP Evaluation, if the Planning Director determines that mitigation measures adopted by County in connection with its approval of the DRSP and the Zoning are not being implemented as set forth in the MMRP, he or she shall take any appropriate remedial action as described in Section 9 below. Further, the Planning Director shall incorporate the results of the MMRP Evaluation into the review of any applications for Approvals submitted thereafter.

Section 7.02. Other Investigations and Evaluations. County may from time to time, whether or not as a part of an Annual Review, investigate or evaluate any matter that is properly the subject of an Annual Review.

ARTICLE 8. MMRP EVALUATION AND DEVELOPMENT AGREEMENT REVIEW Section 8.01. MMRP Evaluation. During its Annual Review, County shall conduct the MMRP Evaluation by evaluating whether the mitigation measures the County adopted upon its approval of the EIR are being implemented as to the Property as set forth in the MMRP.

Section 8.02. MMRP Implementation. As set forth in the MMRP, County shall consider in connection with any application for an Approval the extent to which mitigation measures described in the MMRP should be incorporated into the design of the project under consideration or made conditions of the approval of the project. During an MMRP Evaluation, the County shall evaluate its overall success over the previous year in implementing such mitigation measures and consider any additional steps that may be appropriate to ensure, as Approvals are considered over the following year, successful implementation of such mitigation measures (including, in particular, mitigation measures that are the responsibility of County or other agencies with regulatory authority over the Project).

Section 8.03. Enforcement. Land Owner shall be responsible only for those mitigation measures the County requires to be incorporated into the design of the Project, including those that are made conditions of any Approval. Failure to comply with any such design requirement or any condition of approval shall be enforced in any manner authorized by Applicable Law.

Section 8.04. Development Agreement Review. The Planning Director shall review this Development Agreement annually to ascertain Land Owner's good faith compliance as to the Property (the "**Development Agreement Review**"). The Development Agreement Review shall be conducted concurrently with the MMRP Evaluation as part of the Annual Review pursuant to Article 9. In connection with the Development Agreement Review, Land Owner shall provide information reasonably requested by County.

Section 8.05. Director's Findings of Compliance. If the Planning Director finds good faith compliance by Land Owner with this Agreement, the Planning Director shall issue a "Finding of Development Agreement Compliance," which shall be in recordable form and may be recorded by Land Owner or any "Mortgagee" (as defined in Section 11.01 below). Issuance of a Finding of Development Agreement Compliance and expiration of the appeal period specified below without appeal, or confirmation by the Board of Supervisors of the issuance of the Finding of Development

Agreement Compliance upon such appeal, shall finally determine the Development Agreement Review for the applicable period.

Section 8.06. Finding of Development Agreement Noncompliance. If the Planning Director finds that Land Owner and/or a Transferee has not complied in good faith with this Agreement, the Planning Director shall proceed as specified in Article 9, below.

ARTICLE 9. DEFAULT, REMEDIES, TERMINATION OF DEVELOPMENT AGREEMENT

Section 9.01. Notice and Cure.

(a) Any failure by a Party to perform any term or provision of this Development Agreement, which failure continues uncured for 60 days following written notice of such failure from the other Party (unless such period is extended by written mutual consent), shall constitute a default under this Agreement. Any such notice shall specify the nature of the alleged failure and, where appropriate, how such alleged failure may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within 60 days, then commencement of the cure within that time, and diligent prosecution to completion of the cure thereafter, shall be timely. If the alleged failure is cured, then no default shall exist and the noticing Party shall take no further remedial action and shall acknowledge the cure in writing to the other Party. If the alleged failure is not cured, then a default shall exist under this Development Agreement and the noticing Party may exercise any of the remedies available under sections 9.03 through 9.05 below.

(b) No failure or delay in giving notice of default shall constitute a waiver of default; provided, however, that the provision of notice and opportunity to cure is a prerequisite to the enforcement or correction of any default.

Section 9.02. Actions during Cure Period.

(a) During any cure period specified under Section 9.01 and before delivery of a notice of failure or default, the Party charged shall not be considered in default of this Development Agreement. If there is a dispute as to the existence of a default, the Parties shall otherwise continue to perform their obligations hereunder, to the maximum extent practicable in light of the disputed matter, pending its resolution or termination of this Development Agreement.

(b) County shall continue to process in good faith applications for Approvals during any cure period, but need not approve any such application if it relates to a project as to which there is an alleged default hereunder.

Section 9.03. Remedies of Non-Defaulting Party.

Section 9.03.1. In General. If any Party is in default under the terms of this Agreement, the non-defaulting Party may elect, in its sole and absolute discretion, to pursue any of the following courses of action: (i) waive such default; (ii) in County's case, pursue administrative remedies as provided in Section 9.04 below, (iii) pursue judicial remedies as provided for in Section 9.05 below; and/or (iii) terminate this Development Agreement as and to

the extent permitted by Section 9.06 below. In no event shall County modify this Development Agreement as a result of a default by a defaulting Party except in accordance with the provisions of Section 9.01 above.

Section 9.03.2. Severability of Default. County acknowledges that the development of the Project may be carried out by more than one person, entity or organization under this Development Agreement (e.g., portions of Land Owner's interest in the Property and this Development Agreement may be transferred to another person, entity or organization, a "**Transferee**" under Article 13 below). The Parties acknowledge and agree that, in accordance with Article 13 below, more than one Transferee may be responsible for certain actions required or forbidden by this Development Agreement and that more than one Transferee therefore may be in default with respect to that action. Accordingly, if County determines to terminate or exercise any remedy under this Development Agreement due to a default by Land Owner or by any Transferee (hereinafter "**Defaulting Land Owner**"), such termination or other remedy shall apply only with respect to the Rights and Obligations of such Defaulting Land Owner and any termination of this Development Agreement as to any Defaulting Land Owner shall be deemed to terminate only those Rights and Obligations arising hereunder between County and such Defaulting Land Owner. County shall, to the extent possible, refrain from seeking any termination of this Development Agreement or other remedy if such remedy would affect materially the ability of a non-defaulting Land Owner and/or a non-defaulting Transferee (hereinafter "**Non-Defaulting Land Owner**") to realize the Rights provided hereunder. The Parties further acknowledge and agree that in certain instances it may not be possible for County to exercise remedies against the Defaulting Land Owner of one portion of the Project without affecting in some way a Non-Defaulting Land Owner of the same or of some other portion of the Project.

Section 9.04. Administrative Remedies. Except as otherwise specifically stated in this Development Agreement, County may exercise any and all administrative remedies to the extent necessary or appropriate to secure compliance with this Agreement. Such administrative remedies may include, among others, withholding building permits, certificates of occupancy or other Approvals relating to that portion of the Project in default of this Agreement.

Section 9.05. Judicial Remedies. Except as otherwise specifically stated in this Development Agreement, either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, enforce by specific performance the Obligations and Rights of the Parties hereto or obtain any other remedy consistent with this Agreement; provided, however, that in no event shall any person be entitled hereunder to monetary damages for any cause, including breach of contract by a Party to this Agreement. Notwithstanding the foregoing, County may enforce payment obligations under Applicable Law, including under this Agreement and Land Owner may enforce County's obligations under this Agreement to pay or transfer money to the Land Owner by a writ of mandate or action for specific performance. Nothing in this Section 9.05 shall be deemed to limit either Party's rights under the Government Claims Act, California Government Code section 810 et seq. For purposes of instituting a legal action under this Agreement, any Board of Supervisors determination under this Development Agreement shall be deemed final agency action unless expressly stated otherwise.

Section 9.06. Termination Due to Default.

Section 9.06.1. In General. Either Party may terminate this Development Agreement pursuant to Section 9.06.2 below in the event of a default by the other Party, provided: (i) such default is prejudicial to the interests of the non-defaulting Party and is neither minor nor technical and (ii) in the case of any termination by County, County first shall have exercised any and all administrative or other remedies short of filing suit available to secure Land Owner's compliance with this Agreement; provided, however, that County shall not be required, as a prerequisite to initiating the termination of this Agreement, to exercise its administrative and other non-judicial remedies for a period of more than 180 days or such longer period to which the Parties may have agreed. Termination of this Development Agreement by Land Owner or a Transferee as to any portion or portions of the Property shall not affect the Rights or Obligations of Land Owner or any other Transferee as to any other portion or portions of the Property.

Section 9.06.2. Procedures for Termination.

(a) Before any proposed termination of this Development Agreement pursuant to this Section 9.06, and following the 180-day or longer period specified in Section 9.06.1 above, if applicable, a non-defaulting Party intending to seek termination of this Development Agreement shall deliver to the defaulting Party (or Parties) a written "**Preliminary Notice of Intent to Terminate**" this Agreement, and all Parties shall meet and confer in good faith effort to agree upon an alternative to termination that will afford the non-defaulting Party the benefit of its bargain under this Agreement. If those discussions are not successful in resolving the dispute, the non-defaulting Party desiring to terminate this Development Agreement shall deliver to the defaulting Party a written "**Final Notice of Intent to Terminate**".

(b) Within 60 days after the County delivers a Final Notice of Intent to Terminate to a defaulting Party, the Board of Supervisors shall review the matter at a noticed public hearing as set forth in California Government Code sections 65865, 65867, and 65868. Termination shall be effective 30 days after such Board of Supervisors review, unless the default is sooner resolved to the mutual satisfaction of the Parties.

(c) Within 60 days after Land Owner delivers a Final Notice of Intent to Terminate to County, the Board of Supervisors shall consider whether County should take any further curative action. Termination shall be effective 30 days following such Board of Supervisors consideration (or 90 days following delivery by Land Owner of a Final Notice of Intent to Terminate if the Board of Supervisors fails to complete its consideration by that date), unless the default is sooner resolved to the mutual satisfaction of the Parties.

Section 9.07. Judicial Reference. Pursuant to Code of Civil Procedure Section 638 et seq., all legal actions shall be heard by a referee who shall be a retired judge from either the San Luis Obispo County Superior Court, the California Court of Appeal, the United States District Court, or the United States Court of Appeals, provided that the selected referee shall have experience in resolving land use and real property disputes. Land Owner and County shall agree upon a single referee who shall try all issues, whether of fact or law, and report a finding and judgment thereon

and issue all legal and equitable relief appropriate under the circumstances. If Land Owner and County are unable to agree upon a referee within ten (10) days of either Party's written request to do so, either Party may seek to have a referee appointed pursuant to Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the Parties. Any referee selected pursuant to this Section 9.07 shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution. Notwithstanding the provisions of this Section 9.07, either Party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of this Agreement, or to seek to enjoin the other Party from an asserted breach thereof, pending the selection of a referee on a showing that the moving party would otherwise suffer irreparable harm. Upon the mutual agreement by both Parties, any legal action may be submitted to mediation in accordance with rules to be mutually agreed upon by the Parties.

ARTICLE 10. ASSIGNMENT, TRANSFER AND NOTICE Section 10.01. Assignment of Interests, Rights and Obligations. Land Owner may transfer or assign ("**Transfer**") all or any portion of its Rights and Obligations under this Development Agreement as to any portion of the Property (the "**Transferred Property**") to any person acquiring an interest in such Transferred Property, including, without limitation, purchasers or ground lessees of lots, parcels or facilities on such Transferred Property (a "**Transferee**"). Any such Transfer shall relieve the transferring party (a "**Transferor**") of any and all Rights and Obligations under this Development Agreement insofar as they pertain to the Transferred Property, as provided in this Article 10.

Section 10.02. Transfers In General.

Section 10.02.1. In General. In connection with any Transfer of all or any portion of the Project or the Property, other than a transfer or assignment to a "Non-Assuming Transferee" as described in Section 10.03 below or a "Mortgagee" as defined in Section 11.01 below, the Transferor and the Transferee may enter into a written agreement regarding their respective Rights and Obligations in and under this Development Agreement (a "**Transfer Agreement**"). Any such Transfer Agreement may contain provisions: (i) releasing the Transferor from any Rights and Obligations under this Development Agreement that relate to the Transferred Property, provided the Transferee expressly assumes all such Rights and Obligations, (ii) transferring to the Transferee rights to improve the Transferred Property and any other Rights and Obligations of the Transferor arising under this Agreement, and (iii) addressing any other matter deemed necessary or appropriate in connection with the Transfer.

Section 10.02.2. County Review of Release Provisions.

(a) A Transferor shall have the right, but not the obligation, to seek County's consent to those provisions of any Transfer Agreement purporting to release such Transferor from any Rights and Obligations arising under this Development Agreement (the "**Release Provisions**"). If a Transferor fails to seek County's consent or County does not consent to any such Release Provisions, then such Transferor may nevertheless transfer to the Transferee any and all Rights and Obligations of such Transferor arising under this Development Agreement (as described in Sections 10.02.1(i) and (ii) above) but, with respect to County, shall not be released from those Rights and Obligations described in the Release

Provisions to which County has not consented. If County consents to any Release Provisions, then: (i) the Transferor shall be free from any and all Rights and Obligations accruing on or after the date of any Transfer with respect to those Rights and Obligations described in such Release Provisions and (ii) no default hereunder by Transferee with respect to any Rights and Obligations from which the Transferor has been released shall be attributed to the Transferor nor may such Transferor's Rights be canceled or diminished in any way by any such default. County may consent, or conditionally consent, to all, none, or some of the Release Provisions.

(b) County shall review and consider promptly and in good faith any request by a Transferor for County's consent to any Release Provisions. County's consent to such Release Provisions may be withheld only if: (i) reliable evidence supports a conclusion that the Transferee will be unable to perform the Rights and Obligations proposed to be assumed by the Transferee pursuant to the Transfer Agreement, (ii) the Rights and Obligations may not reasonably be allocable among particular portions of the Project and Property, such as the Transferred Property, (iii) the Transferor or Transferee fails to provide acceptable security, as and if reasonably requested by County, to ensure the performance of the Rights and Obligations proposed to be assumed by the Transferee pursuant to the Release Provisions, or (iv) the Transferor or Transferee fails to provide information reasonably requested by the County to assist it in making the determinations described in this paragraph. In no event shall County unreasonably withhold consent to any Release Provisions. County shall respond within 30 days to any request by a Transferor for consent to any Release Provisions, and, if the County fails to respond during such 30-day period, the County shall be deemed to have consented to the Release Provisions.

(c) Subject to the provisions of paragraph (b) above, because and to the extent certain Obligations arising under this Development Agreement may not reasonably be allocable among portions of the Project, County may refuse to consent to release the Transferor of one portion of the Project from such Rights and Obligations under this Development Agreement even though the Rights and Obligations are being or have been assumed by the Transferee of some other portion of the Project.

Section 10.03. Non-Assuming Transferees. Except as otherwise required by a Transferor, the Obligations of a Transferor shall not apply to any purchaser of any property that has been established as a single legal parcel for nonresidential use that does not require any further on-site or off-site infrastructure. The Transferee in such a transaction and the successors and assigns of such a Transferee ("**Non-Assuming Transferees**") shall be deemed to have no Obligations under this Agreement, but shall continue to benefit from the Rights provided by this Development Agreement for the duration of its term. Nothing in this section shall exempt any Transferred Property transferred to a Non-Assuming Transferee from payment of applicable fees, taxes and assessments or compliance with an Approval or Applicable Law.

ARTICLE 11. MORTGAGEE PROTECTION Section 11.01. In General. The provisions of this Development Agreement shall not limit Land Owner's right to encumber the Property or any portion thereof, or any improvement thereon by any mortgage, deed of trust or other device securing financing with respect to such portion. County acknowledges that lenders providing such financing and other "Mortgagees" (defined below) may require certain interpretations and modifications of this Development Agreement and agrees upon request, from time to time, to meet with Land Owner and representatives of such lenders to negotiate in good faith any such request for an interpretation or modification. County shall 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 person holding a mortgage, deed of trust or other security instrument on all or any portion of the Property made in good faith and for value (each, a "**Mortgagee**"), shall be entitled to the rights and privileges of this Article 11.

Section 11.02. Impairment of Mortgage or Deed of Trust. Except as otherwise specifically stated in any security instrument held by a Mortgagee, no default under this Development Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made, or other interest in the Property acquired, by any Mortgagee in good faith and for value.

Section 11.03. Notice of Default to Mortgagee. If a Mortgagee has submitted to the County a written request for notice as specified herein, County shall exercise its best efforts to provide to such Mortgagee written notification of any failure or default by Land Owner in the performance of Land Owner's Obligations concurrently with the written notice provided to Land Owner. If the County fails to deliver written notification to any Mortgagee that has submitted a written request to County as provided herein, then any period for such Mortgagee to remedy or cure any alleged failure or default shall not commence until the County's actual delivery of such written notification to such Mortgagee.

Section 11.04. Right of Mortgagee to Cure. Any Mortgagee shall have the right, but not the obligation, to cure any failure or default by Land Owner during the cure period allowed Land Owner under this Agreement, plus an additional 60 days if, to cure such failure or default, the Mortgagee must obtain possession of the property as by seeking appointment of a receiver or other legal process. Any Mortgagee that undertakes to cure any such failure or default shall provide written notice to County of that fact; provided that no initiation of any such efforts by a Mortgagee shall obligate such Mortgagee to complete or succeed in any such curative efforts.

Section 11.05. Mortgagee Liability for Past Defaults or Obligations. Except as otherwise specifically provided in this Article 11, any Mortgagee, including a successful bidder at a foreclosure sale, who comes into possession of the Property or any part thereof, shall take such property subject to the Rights and Obligations of this Development Agreement and in no event shall any such property be released from any Obligations. Nothing in this Article 11 shall prevent County from exercising any remedy it may have for a default under this Development Agreement; provided, however, that in no event shall such Mortgagee be liable personally for any defaults or monetary obligations of Land Owner arising before such Mortgagee acquires or possesses such property.

Section 11.06. Technical Amendments to this Article 11. County agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the improvements on the Property or any refinancing thereof and to otherwise cooperate in good faith to facilitate Land Owner's negotiations with lenders. The Parties acknowledge and agree that such technical amendments shall be processed in accordance with Section 6.04 of this Development Agreement.

ARTICLE 12. GENERAL PROVISIONS Section 12.01. Incorporation of Recitals. The Recitals set forth above are incorporated herein as though set forth in full.

Section 12.02. Project is a Private Undertaking. The development Land Owner proposes to undertake is a private development, and Land Owner shall exercise full dominion and control over the Project subject only to Land Owner's Obligations contained in this Agreement, the Approvals and Applicable Law.

Section 12.03. Cooperation in the Event of Legal Challenge.

Section 12.03.1. In General. If any person not a Party to this Development Agreement institutes any administrative, legal or equitable action or other proceeding challenging the validity of any provision of this Agreement, any Approval or Subsequent Approval, or the sufficiency of any review of this Development Agreement or any Approval or Subsequent Approval under CEQA (each a "**Third Party Challenge**"), the Parties shall promptly meet and confer as to the most appropriate response to such Third Party Challenge; provided, however, that any such response shall be consistent with Sections 12.03.2 and 12.03.3 below.

Section 12.03.2. Tender to and Conduct of Defense by Land Owner. County shall tender the complete defense of any Third Party Challenge to Land Owner, and upon acceptance of such tender by Land Owner: (i) Land Owner shall indemnify County against any and all fees and costs arising out of the defense of such Third Party Challenge and (ii) Land Owner shall control the defense and/or settlement of such Third Party Challenge and may take any and all actions it deems necessary and appropriate in its sole discretion in connection therewith; provided, however, that Land Owner shall seek and secure County's consent to any settlement of such Third Party Challenge, which consent shall not unreasonably be withheld or delayed.

Section 12.03.3. Defense by County. If Land Owner should fail to accept County's tender of defense under Section 12.03.2 above, County shall defend such Third Party Challenge and control the defense and/or settlement of such Third Party Challenge as County decides (in its sole discretion), and County may take any and all actions it deems necessary and appropriate (in its sole discretion) in connection therewith; provided, however, that County shall seek and secure Land Owner's consent to any settlement of such Third Party Challenge, which consent shall not unreasonably be withheld or delayed. Land Owner shall indemnify County against any and all fees and costs arising out of the County's defense of such Third Party Challenge including the reasonable value of the services of its County Counsel and outside counsel, if any. Notwithstanding the foregoing, if Land Owner determines for any reason that it no longer intends to develop the Project, then it may deliver notice of such determination to County and shall not be liable for any defense costs incurred by County more than 90 days following the delivery of such notice.

Section 12.04. Defense and Indemnity. Land Owner shall defend, indemnify, and hold harmless the County, and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs and expenses (including attorney's fees and costs of litigation), of every nature arising out of the construction of the Project by Land Owner or by Land Owner's contractors, subcontractors, agents or employees, except to the extent caused by the negligence or willful misconduct of County, or any of County's officers, employees, contractors or agents. Nothing in this Section 12.04 shall be construed to mean that Land Owner shall defend or indemnify County from or against any damages, claims, costs or liabilities arising from, or alleged to arise from, activities associated with the maintenance or repair by County or any other public agency of improvements that have been offered for dedication and accepted by County or such other public agency. County and Land Owner may from time to time enter into subdivision improvement agreements, as authorized by the Subdivision Map Act, which agreements may include defense and indemnity provisions different from those contained in this Section 12.04. If any conflict appears between such provisions in any such subdivision improvement agreement and the provisions set forth above, the provisions of such subdivision improvement agreement shall prevail.

Section 12.05. Governing Law; Attorneys' Fees. This Development Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any dispute arising under this Development Agreement lies in the county of San Luis Obispo and Land Owner hereby consents to personal jurisdiction there for that purpose. The Parties will cooperate to facilitate venue for any Third-Party Challenge described in Section 12.03 above in San Luis Obispo County. Should any legal action be brought by either Party because of any default under this Development Agreement, to enforce any provision of this Agreement, or to obtain a declaration of rights hereunder, the prevailing Party shall be entitled to such reasonable and actual attorneys' fees, and costs as may be fixed by the Court. The standard of review for determining whether a default has occurred under this Development Agreement shall be the standard generally applicable to contractual obligations in California. The terms and provisions of this Section 12.05 shall survive any termination of this Agreement.

Section 12.06. Force Majeure. Performance by any Party of its Obligations hereunder shall be excused and the Term of and any dates under this Development Agreement shall be extended day for day during any period of "**Permitted Delay**" as hereinafter defined. For purposes hereof, Permitted Delay shall include delay beyond the reasonable control of the Party claiming the delay (and despite the good faith efforts of such Party) including, but not limited to: (i) acts of God; (ii) civil commotion; (iii) riots; (iv) strikes, picketing or other labor disputes; (v) shortages of materials or supplies; (vi) damage to work in progress by reason of fire, floods, earthquake or other casualties; (vii) failure, delay or inability of the other Party to act; (viii) as to Land Owner only, the failure, delay or inability of County to provide adequate levels of public services, facilities or infrastructure to the Property; (ix) as to County only, with respect to completion of the Annual Review or to processing applications for Approvals, the failure, delay or inability of Land Owner to provide adequate information or substantiation as reasonably required to complete the Annual Review or process applications for Approvals; (x) restrictions imposed or mandated by governmental entities other than the County, including without limitation, any development moratorium for any purpose; (xi) enactment of conflicting state or federal laws or regulations, (xii) judicial decisions or similar legal incapacity to perform, (xiii) litigation brought by a third party attacking the validity of this Agreement; (xiv) any period of a declared public health emergency

or pandemic; and (xv) a Severe Economic Recession. A "**Severe Economic Recession**" shall mean a significant decline in the residential real estate market, as measured by a decline of more than four percent (4%) in the Home Price Index during the preceding twelve (12) month period. A party's inability to make a payment when due shall not be the basis of a Permitted Delay. Any Party claiming a Permitted Delay shall notify the other Party (or Parties) in writing of such delay within 30 days after the commencement of the delay, which notice ("**Permitted Delay Notice**") shall include the estimated length of the Permitted Delay. The delay in giving a Permitted Delay Notice shall not preclude the finding of a Permitted Delay, but no such Permitted Delay shall commence more than 30 days prior to the giving of the Permitted Delay Notice. A Permitted Delay shall be deemed to occur for the time set forth in the Permitted Delay Notice unless a Party receiving the Permitted Delay Notice objects in writing within 10 days after receiving the Permitted Delay Notice. Upon such an objection, the Parties shall meet and confer within 30 days after the date of the objection in a good faith effort to resolve their disagreement as to the existence and length of the Permitted Delay. If no mutually acceptable solution can be reached, either Party may take action as may be permitted under Article 12 above.

Section 12.07. Waiver.

Section 12.07.1. Legal Rights. Land Owner acknowledges and agrees that the terms and provisions of this Development Agreement specifically permit County in some instances to impose requirements upon the Project that County would not otherwise be able to impose due to a lack of nexus, rough proportionality, or reasonable relationship between the Project and such requirement, or other reasons. To the extent any such requirement is imposed by County upon the Project consistently with the terms and provisions of this Agreement, Land Owner waives any right to challenge judicially the imposition of such requirement by County. Except as otherwise provided in this Section 12.07.1, County shall comply with Applicable Law.

Section 12.07.2. Other Rights. While Section 12.07.1 prohibits Land Owner from challenging judicially certain County requirements imposed consistently with this Agreement, nothing in this Development Agreement shall be deemed to abrogate or limit, nor be deemed to waive, any right of Land Owner (whether arising under the United States Constitution, the California Constitution or otherwise) to request County to refrain from imposing upon Land Owner, the Project or the Property any requirement that this Development Agreement permits County so to impose or otherwise petition County with respect to any matter related to the Project or the Property.

Section 12.08. Notices. Any notice or communication required hereunder between the Parties shall be in writing, and may be delivered either personally or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice or communication shall be deemed to be received when delivered to the Party to whom addressed. If delivered by Federal Express or similar courier, a notice or communication shall be deemed to be received when

delivered as shown on a receipt issued by the courier. Such notices or communications shall be delivered to the Parties at their addresses set forth below:

If to County to:	County Administrator County of San Luis Obispo 1055 Monterey Street San Luis Obispo, CA 93408
With a courtesy copy to:	County Counsel County of San Luis Obispo 1055 Monterey Street San Luis Obispo, CA 93408
If to Land Owner to:	NKT Development, LLC 684 Higuera Street, Suite B San Luis Obispo, CA 93408 Attn: Nick Tompkins
With courtesy copies to:	Cox, Castle & Nicholson LLP 2029 Century Park East, Suite 2100 Los Angeles, CA 90067 Attn: Andrew K. Fogg, Esq.

Any Party may at any time, change its address or facsimile number for notice by giving 10 days' written notice to the other in accordance with this Section 12.08.

Section 12.09. No Joint Venture or Partnership. Nothing in this Development Agreement or in any document executed in connection with it shall be construed as creating a joint venture, partnership or any agency relationship between County and Land Owner. County shall have no responsibility for public improvements unless and until they are accepted by County in the manner required by law.

Section 12.10. Severability. If any provision of this Development Agreement is held invalid, void or unenforceable but the remainder of this Development Agreement can be enforced without failure of material consideration to any Party, then the remainder of this Development Agreement shall not be affected and shall remain in full force and effect, unless amended by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Development Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, Land Owner (in its sole and absolute discretion) may terminate this Development Agreement by providing written notice of such termination to County.

Section 12.11. Estoppel Certificate. Any Party and any Mortgagee may, at any time, and from time to time, deliver written notice to the other Party or Parties requesting such Party or Parties to certify in writing that, to the knowledge of the certifying Party: (i) this Development Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Development Agreement has not been amended or modified either orally or in writing, but if so amended or modified, identifying those amendments and modifications; and (iii) as of the date of the most

recent Annual Review, the requesting Party (or any Party specified by a Mortgagee) is not in default in the performance of its Obligations under this Development Agreement, or if in default, describing the nature and amount or extent of any such defaults. A Party receiving a request hereunder shall execute and return such certificate or give a written, detailed response explaining why it will not do so within 30 days of receipt of a request. Each Party acknowledges that such a certificate may be relied upon by third parties acting in good faith. A certificate provided by County establishing the status of this Development Agreement shall be in recordable form and may be recorded at the expense of the recording Party.

Section 12.12. Further Assurances. Each Party shall execute and deliver to the other Party or Parties all such other further instruments and documents and take all such further actions as may be reasonably necessary to carry out this Development Agreement and the Approvals and to provide and secure to the other Party or Parties the full and complete enjoyment of its Rights hereunder.

Section 12.13. Construction. All Parties have been represented by counsel in the preparation of this Development Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to its interpretation or enforcement. Captions of sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provisions to which they pertain. If any conflict appears between this Development Agreement and the rules, regulations or official policies of County, the provisions of this Development Agreement shall prevail and be deemed to have amended any such conflicting rules, regulation or official policy as of the Vesting Date to the extent permitted by Applicable Law. In the event of a direct conflict between any provision of this Development Agreement and any of the Project Approvals, the provisions of this Development Agreement shall control.

Section 12.14. Other Miscellaneous Terms. In construing this Agreement, the singular includes the plural; the masculine gender includes the feminine and the neuter; "shall" is mandatory and "may" is permissive.

Section 12.15. Counterpart Execution. This Development Agreement may be executed in any number of counterparts and shall be deemed duly executed when each of the Parties has executed such a counterpart.

Section 12.16. Time. Time is of the essence of each and every provision of this Development Agreement.

Section 12.17. Good Faith/Fair Dealing. The Parties agree that a covenant of good faith and fair dealing shall apply to all actions of the Parties. As used herein, this covenant shall mean that the Parties shall act reasonably, and no Party shall do anything which shall have the effect of destroying or injuring the rights of any other Party to receive the benefit of its bargain in this Development Agreement. Nothing in this Section 12.17 shall detract from the principle of Section 9.05 that neither Party shall be entitled to monetary damages for breach of this Development Agreement.

Section 12.18. Non-Intended Prevailing Wage Requirements. Nothing in this Development Agreement shall in any way require, or be construed to require, Land Owner to pay prevailing wages with respect to any work of construction or improvement within the Project (a "**Non-Intended Prevailing Wage Requirement**"). But for the understanding of the parties as reflected in the immediately preceding sentence, the parties would not have entered into this Development Agreement based upon the terms and conditions set forth herein. Land Owner and County have made every effort in reaching this Development Agreement to ensure that its terms and conditions will not result in a Non-Intended Prevailing Wage Requirement. These efforts have been conducted in the absence of any applicable existing judicial interpretation of the recent amendments to the California prevailing wage law. If, despite such efforts, any provision of this Development Agreement shall be determined by any court of competent jurisdiction to result in a Non Intended Prevailing Wage Requirement, such determination shall not invalidate or render unenforceable any provision hereof; provided, however, that the parties hereby agree that, in such event, at the election of Land Owner in its sole and absolute discretion, this Development Agreement shall be reformed such that each provision of this Development Agreement that results in the Non Intended Prevailing Wage Requirement will be removed from this Development Agreement as though such provisions were never a part of the Development Agreement, and, in lieu of such provision(s), replacement provisions shall be added as a part of this Development Agreement as similar in terms to such removed provision(s) as may be possible and legal, valid and enforceable but without resulting in the Non Intended Prevailing Wage Requirement.

Section 12.19. List of Exhibits:

A – DRSP Site Plan/Depiction of Property
B – Legal Description of Property
C – Community Benefits
D – Affordable/Workforce Housing Plan
E. – Down Payment Assistance Program
F. – Local Preference Programs
G – Relocation of Nipomo Community Dog Park

ARTICLE 13. FINANCIAL COMMITMENTS OF COUNTY AND LAND OWNER

Section 13.01. In General. This Article 13 establishes a framework for the imposition and allocation to the extent permitted by law of fees, assessments and other revenues to be generated and/or paid by the Project and/or the Property. The provisions of this Article 13 are intended to facilitate the construction, operation and maintenance of infrastructure and facilities to avoid or limit the physical impacts of development; and to assist in the development of the Project so as to provide long-term benefits to County, including increased residential and employment opportunities, an increased County tax base, and an enhanced quality of life for the County's residents. In consideration of, and in reliance upon County agreeing to this Development Agreement, Land Owner will provide the community benefits ("**Community Benefits**") described in **Exhibit C** attached hereto, which are over and above those dedications, conditions and exactions required by Applicable Law other than this Agreement.

Section 13.01.1. Basic Principles.

(a) This Article 13 is intended to implement the following conceptual framework: that the County shall not incur costs for construction of new public facilities and infrastructure needed to serve the Project or the Property or for the provision of municipal services to the Project or the Property including the operation and maintenance of facilities and infrastructure to serve the Project (collectively, the "**Project Facilities and Infrastructure**"), except to the extent necessary to address existing infrastructure deficits or as otherwise provided for expressly in this Development Agreement. Any costs of any Project Facilities and Infrastructure beyond the Project's fair share of such Project Facilities and Infrastructure shall be borne by other property owners and/or developers served by such Project Facilities and Infrastructure or the County if needed to address an existing operational deficit to be addressed by such Project Facilities and Infrastructure. Nothing herein shall either require or prevent the County from contributing to the cost to develop such Project Facilities and Infrastructure from any lawfully available funds, in the County's sole discretion.

(b) The cost of providing Project Facilities and Infrastructure shall be consistent with the following principles, except as otherwise specifically permitted by this Development Agreement:

(i) there shall be a reasonable relationship between any municipal cost required to be borne by the Project and the type of development within the Project to which such cost is attributable;

(ii) there shall be a reasonable relationship between the need to incur any such municipal cost and the type of development within the Project to which such cost is attributable;

(iii) no municipal cost required to be borne by the Project shall exceed the estimated reasonable cost of providing the service or facility to which such municipal cost relates; and

(iv) with respect to any fee required to finance Project Facilities and Infrastructure, there shall be a reasonable relationship between the amount of the fee and the cost of the Project Facilities and Infrastructure funded by such fee.

(c) Whenever this Development Agreement requires a "reasonable relationship" between the Project and any requirement imposed thereon, there shall be required an essential nexus between the Project and such requirement and rough proportionality in the allocation of a municipal cost or fee both internally to various portions of the Property and as between the Project and other projects within the County.

(d) As used herein, the term "**Project Facilities and Infrastructure**" shall include public facilities and infrastructure only to the extent they serve the Project or the Property, and shall not include public facilities or infrastructure to the extent such facilities or infrastructure serve projects or areas other than the Project or the Property, unless the public facilities and infrastructure serving the Project or Property are required to be oversized to serve other projects or areas in accordance with the provisions of Section 13.02.2 below.

Section 13.01.2. Financing of Infrastructure; Operation and Maintenance. County shall exhaust all reasonable efforts and diligently pursue and utilize all mechanisms which may be appropriate to finance Project Facilities and Infrastructure and Project-related municipal services or the operation and maintenance of the Project Facilities and Infrastructure, such as Mello-Roos Districts, Enhanced Infrastructure Financing Districts, Landscaping and Lighting Districts, and other Maintenance Assessment Districts, in accordance with the following principles:

(a) The level of municipal services provided to the Project, including the level of operation and maintenance of Project Facilities and Infrastructure, shall be equal or superior to the level of service provided elsewhere in the County.

(b) Any costs associated with such mechanism shall be borne by the financing mechanism or the Project.

Section 13.02. Establishment of Financing Mechanisms.

Section 13.02.1. Procedures for Establishment. The establishment of any mechanism to finance the construction, operation or maintenance of Project Facilities and Infrastructure (each a "**Financing Mechanism**") and the issuance of any debt in connection therewith ("**Project Debt**") shall be initiated upon Land Owner's written request to the County's Finance Director. Such request shall include the purposes for which the Financing Mechanism is to be established and/or the Project Debt issued, and the general terms and conditions upon which the establishment of the Financing Mechanism and/or the issuance of the Public Debt will be based. County's consideration of Land Owner's request shall be consistent with the principles set forth in Section 13.01.2 above. If Land Owner requests the County to form a Mello-Roos Community Facilities District or an Enhanced Infrastructure Financing District to finance Project Facilities and Infrastructure, County shall use its best efforts to cause such district to be formed and bonds to be issued and, in the case of a Mello-Roos Community Facilities District, special taxes to be levied to the extent permitted by Applicable Law.

Section 13.02.2. Nature of County Participation. County's participation in the formation of any Financing Mechanism, its operation thereafter, and in the issuance of any Project Debt, shall include all of the usual and customary municipal functions associated with such tasks, including, without limitation, the formation and administration of special districts; the issuance of Project Debt; the monitoring and collection of fees, taxes, assessments and charges such as utility charges; the creation and administration of enterprise funds; the enforcement of debt obligations and other functions or duties authorized or mandated by Applicable Law.

Section 13.03. Imposition of and Increases in Fees, Taxes, Assessments and Other Charges.

Section 13.03.1. Fees, Taxes and Assessments.

(a) During the Term of this Development Agreement, Land Owner shall be bound to and shall not protest, challenge or cause to be protested or challenged, any County tax in effect on the Vesting Date.

(b) County may apply to the Project or the Property any assessment or fee not in effect on the Vesting Date only if such assessment or fee is:

(1) An assessment or fee levied in connection with the establishment or implementation of a Financing Mechanism in accordance with Sections 13.01 and/or 13.02 above; or

(2) An assessment or fee to which Land Owner agrees.

(c) No assessment shall be imposed on the Project or the Property other than through a Financing Mechanism as set forth above unless lawfully applied on a County-wide basis.

(d) No new debt shall be issued that affects the Project or the Property without Land Owner's approval, unless the approvals otherwise conform with the requirements

of Articles XIII A, C and D of the California Constitution and any requisite voter approval is achieved, in which case the County may issue debt even if Land Owner votes against the matter.

(e) Following the establishment of the initial Financing Mechanism for the Project, nothing herein obligates Land Owner to approve any particular future funding source (e.g., a CFD) or to assist the County, including financial assistance, in establishing a new financial mechanism that requires a vote of the public without Land Owner's prior written consent, in Land Owner's sole discretion.

Section 13.03.2. Other Fees and Charges; Credits and Reimbursements.

(a) Except as otherwise specifically stated below, any financial obligation imposed against or applied to the Project under this Section 13.03.2 shall be consistent with the provisions of controlling California law, including California Constitution article XIII A and Government Code sections 66000 to 66025.

(b) Land Owner has obtained vested rights pursuant to the VTTM as to the rate of all County-wide and Project-specific development impact fees ("**Impact Fee**" or "**Impact Fees**") in effect as of the date that the VTTM was deemed complete. Land Owner shall pay all such Impact Fee fees in effect as of the date that the VTTM was deemed complete (the "**Vested Impact Fee**"), subject to the automatic adjustment provision in County ordinance section 18.03.010. All Impact Fees shall be calculated at the time of issuance of a building permit for the applicable structure and be due and payable at the time of the issuance of the certificate of occupancy of the applicable structure or, if no certificate of occupancy is issued, upon the final sign-off of the building permit.

In addition to the Impact Fees generally applicable to the Project, any residential units in Neighborhoods 1 through 9 of the Project shall pay a supplemental public facility fee (the "**Supplemental Public Facility Fee**") in the following amounts. Residential units in Neighborhoods 1 and 2 shall pay a Supplemental Public Facility Fee in the amount of One Thousand Two Hundred Seventy Four Dollars ($1,274) per unit. Residential units in Neighborhoods 3 through 9 shall pay a Supplemental Public Facility Fee in the amount of One Thousand Eight Hundred Twenty Dollars ($1,820) per unit. The Supplemental Public Facility Fee shall be collected prior to issuance of a building permit for each residential unit in Neighborhoods 1 through 9. The County shall use the Supplemental Public Facility Fee collected under this section to support the development of sheriff and fire facilities that serve the Project area and for no other purposes.

(c) Costs of service fees imposed by County, such as planning, engineering, building permit, and fire plan check fees shall be in accordance with the fees in effect as of the date the fee is due.

(d) The Land Owner shall pay all then-current processing fees for any subsequent planning applications and permits as adopted by the Board of Supervisors.

(e) Land Owner shall pay County reasonable staff and consultant time and other reasonable costs (including reasonable consultant costs) associated with Land Owner's fair share of the establishment of any Financing Mechanism (to the extent such costs are not recovered from the Financing Mechanism), including any necessary election costs. The parties acknowledge that Land Owner's fair share of the establishment of any Financing Mechanism may be 100% if the Financing Mechanism is limited to land owned or controlled by the Land Owner and used to fund public facilities and infrastructure to the extent necessary to serve development of that land.

(f) Land Owner shall pay all required fees of the California Department of Fish and Wildlife ("**CDFW**") related to posting of the Notice of Determination under CEQA for the Project EIR as well as the fee required by the County Clerk/Recorder. To the extent that any additional fees are due to the County Clerk/Recorder in the future related to Subsequent Approvals, the County may require proof of payment of such fees before issuing building permits or accepting the filing a Final Subdivision Map.

Section 13.03.3. Reimbursement.

(a) County shall reimburse the costs associated with Land Owner's funding or construction of that portion of any oversized or accelerated improvement or facility that is attributable to a project or area other than the Project or Property. Costs eligible for reimbursement shall include value of land being dedicated to the County; hard costs, such as the reasonable direct costs of construction and materials; and soft costs, such as bond, architecture, engineering, and professional fees, the reasonableness of which shall be determined by the County, in its reasonable discretion. Such reimbursement shall be based on a fair share allocation of costs determined by calculating the pro rata share of the capacity in such oversized or accelerated improvements that is attributable to other projects or properties. The total reimbursable costs shall be based on Land Owner's actual costs as set forth in this Section 13.03.3. Reimbursement shall be provided timely, in accordance with Applicable Law, following County's collection of funds from the following sources:

(1) Development Impact Fees paid by the Project for the improvements specified with respect to the DRSP impact fees or the County-wide transportation impact fees, as applicable;

(2) Development Impact Fees paid to the County for other developments proximate to the Property that are not committed to repayment obligations under other Reimbursement Agreements;

(3) Development Impact Fees paid to County from developers who contribute, or have contributed, to the impact associated with the improvements installed by Land Owner;

(4) Capital Facilities taxes or assessments in a Community Facilities District; and

(5) Property tax increment revenue in an Enhanced Infrastructure Financing District.

(b) Backbone infrastructure that is larger than the minimum size or standard as identified in the Standard Specifications and Engineering Design Standards may be considered to be oversized and shall be subject to review and approval by the County prior to being included in a separate reimbursement agreement. The Land Owner may be reimbursed by other private development(s) for that developments' Fair Share of the cost to construct sewer and water infrastructure. The Land Owner will provide a study identifying the benefit area for each such reimbursement agreement for review and approval of the County Utilities Department, and may provide for reimbursement for segments of infrastructure which meet a utility's minimum size standard if the study shows those minimally sized facilities to benefit identified additional developments.

(c) To the extent permitted by law, County shall impose as a condition of approval on any project that benefits from the oversized or accelerated improvements or facilities described in this Section 13.03.3(a) such project's proportionate fair share of the cost of the improvements eligible for reimbursement.

(d) Under no circumstances shall the County be obligated to fund reimbursement from its General Fund or other discretionary resources or from funds which may not be lawfully used for that purpose or to advance funds to Land Owner as reimbursement before those funds are collected from others.

(e) Failure by the County to collect funds, or error by the County in calculating the amount to collect, from the sources identified in subsection 13.03.3(a) above shall not subject the County to any liability, obligation, or debt to Land Owner. Notwithstanding the foregoing, the County shall reimburse Land Owner pursuant to the terms of this Development Agreement with respect to all such funds actually collected by the County. Failure by the County to reimburse Land Owner after the County collects such funds shall entitle Land Owner to exercise its remedies under Article 9. For any improvement subject to reimbursement under this section, Land Owner shall provide County with evidence of the actual hard and soft costs of each of the improvements in the form of receipted bills, canceled checks, and contracts. Approval of reimbursement may occur in phases as projects are accepted by County. Regardless of Land Owner's claimed costs incurred in constructing the reimbursable improvements, County has the authority, through its Planning Director or designee, in the exercise of his or her reasonable discretion, to determine the amount subject to possible reimbursement for each improvement.

(f) In the event any owner or developer pays all or a portion of the fees or assessments identified in subsection 13.03.3(a)(1)–(5) above under protest, the County need not make reimbursements under this Development Agreement until the limitation

period for suit for a refund of such funds paid under protest has passed, and no court action ("**Action**") has been instituted. If an Action is instituted seeking refund of funds paid under protest, or to prevent the County from collecting such funds, or challenging any provision of this Development Agreement, the County shall not pay over such funds to Land Owner until the Action has been concluded and the authority of the County to collect such funds and reimburse the Land Owner has been sustained. The County shall promptly notify Land Owner in writing of any Action. The County shall reasonably support Land Owner's efforts to participate as a party to an Action, to defend an Action or settle an Action. Furthermore, the County may tender defense of an Action to Land Owner. If, within 15 days of the County's mailing a notice in compliance with Section 12.08 below requesting that Land Owner defend the Action, should Land Owner thereafter fail to undertake the defense of the Action at Land Owner's sole cost and expense, the County may stipulate to return of the funds collected under protest, to cease collecting such funds, or enter into any other settlement of the Action acceptable to the County, and Land Owner shall lose any right to reimbursement under this Development Agreement of the amount contested in the Action. Land Owner shall further reimburse the County for its costs and attorneys' fees incurred in defense of the Action, including reasonable payment for legal services performed by the County Counsel or County's outside counsel, and for any liability the County incurred in the Action. In addition, if the County fails to impose a requirement upon development projects to pay their respective prorated share of the improvements or fails to collect such funds, Land Owner may exercise all of its legal rights to attempt to collect such funds from the owners or developers of the benefitted properties, which legal rights shall not be interpreted to include an action against the County. If Land Owner attempts to collect such funds from such owners or developers, the County shall assign to Land Owner all of its rights to collect such funds under this Development Agreement.

(g) The County reserves the right to offset any funds it collects from the sources identified in this Section 13.03.3 against any unpaid fees, debts or obligations of Land Owner to the County. The County shall provide Land Owner with notice, in accordance with Section 12.08 and Article 9, of its intent to offset any collected funds against unpaid fees, debts or obligations described in the notice, and provide Land Owner with a reasonable opportunity to pay such fees, debts, or obligations.

(h) Land Owner's right to reimbursement under this Section 13.03.3 shall survive termination of this Development Agreement until the earlier of (i) Land Owner having been fully reimbursed or (ii) 35 years following the Effective Date. Such obligations shall survive the termination of this Development Agreement.

ARTICLE 14. PUBLIC IMPROVEMENTS Section 14.01. Backbone Infrastructure Improvement Plan. The DRSP Backbone Infrastructure ("**Backbone Infrastructure**") is planned to be designed and constructed in accordance with the DRSP and EIR. The Backbone Infrastructure will include systems operated by the County as well as, in the case of water and sewer systems, the NCSD. The County shall work cooperatively with NCSD where County review or approval is required of any future NCSD facilities; provided, however, that nothing in the Development Agreement shall grant County any review or permitting authority over any future NCSD facilities that are not otherwise provided by Applicable Law. The Parties acknowledge that further analysis may result in a more cost-effective approach to the provision of the planned infrastructure to adequately serve development of the DRSP Area. In that case, necessary changes to the provision of planned infrastructure may be made without the need for amendment of this Development Agreement.

Section 14.01.1. Specific Plan Improvements. The improvements described in the DRSP and Resolution No. 2024-109 certifying the EIR, constitute the DRSP "Improvement Plan."

Section 14.01.2. The Improvement Plan may be amended by agreement of the Parties to take advantage of new technologies, to respond to changes in the underlying land use assumptions upon which the plan is based, or for such other reasons as the Parties may agree, consistent with the Project EIR or a subsequent environmental review, if required.

Section 14.02. Construction and Dedication of Project Facilities and Infrastructure.

Section 14.02.1. Construction and Funding by Land Owner. The County may, in any manner consistent with the terms and provisions of this Development Agreement and the Project phasing, require Land Owner to construct or to fund the construction of any Project Facilities and Infrastructure when needed to satisfy the Backbone Infrastructure Improvements Plan and the EIR.

Section 14.02.2. Oversizing of Project Facilities and Infrastructure.

(a) In addition to requiring Land Owner to construct or to fund the construction of Project Facilities and Infrastructure, County may require any Project Facilities and Infrastructure constructed or funded by Land Owner under Section 13.02.1 above to be oversized to serve projects or areas other than the Project or the Property, provided that:

(1) County shall cooperate with Land Owner and shall exhaust all reasonable efforts and diligently pursue all necessary or appropriate actions related to the establishment of a Financing Mechanism to provide such additional funding;

(2) County shall grant a fee credit, enter into private reimbursement agreements, or reimburse the costs associated with Land Owner's funding or construction of that portion of any such oversized improvements that is attributable to projects or areas other than the Project or the Property, pursuant to subsection 13.03.2(e) above.

(b) If the incremental construction of facilities required by the DRSP would involve significant inefficiencies for a component of the Project that the County reasonably finds unacceptable, it may require Land Owner to construct or provide advance funding for the construction of oversized improvements required by the DRSP. For example, and for illustration purpose only, if the Project generates a need for an 18-inch sanitary sewer line, but other projects reasonably may be expected to use that sewer line and thereby increase the required capacity of such line to 24 inches, County may require Land Owner to construct or fund the construction of a 24-inch sewer line (but shall provide reimbursement as described in subsection 13.04.2(b) above and as otherwise required under the Subdivision Map Act).

Section 14.02.3. Dedications.

(a) To the extent rights-of-way or other interests in real property owned by Land Owner within the Property are needed for the construction, operation or maintenance of Project Facilities and Infrastructure, Land Owner shall dedicate or otherwise convey such rights-of-way or other interests in real property to County by the earlier of (i) when such rights are actually needed for Project Facilities and Infrastructure or (ii) before approval of a final subdivision map for the Project that includes such rights-of-way or other interests in real property. Such rights-of-way or interests shall be dedicated or otherwise conveyed in the widths set forth in the DRSP or as depicted on the tentative map.

(b) Any public improvements constructed by Land Owner and conveyed to County, and any rights-of-way or other real property interests conveyed to County, shall be dedicated or otherwise conveyed: (i) free and clear of any liens unacceptable to the County and (ii) except as otherwise agreed to by County, in a condition free of any toxic materials; provided, however, that, County shall be responsible for the condition of any real property acquired by eminent domain. Nothing herein shall affect or prevent County's right to pursue claims against third parties under applicable law.

Section 14.03. Cooperation as to Project Facilities and Infrastructure.

Section 14.03.1. In General. County shall cooperate with Land Owner and take all actions necessary or appropriate to facilitate the development of Project Facilities and Infrastructure. Such cooperation shall include, without limitation: (i) the diligent, timely and lawful exercise by County of its power of eminent domain to acquire any rights-of-way or other real property interests County and Land Owner agree are needed for Project Facilities and Infrastructure (provided that the costs of any such acquisition shall be borne by the Project); and (ii) County's diligent efforts to work with other landowners and governmental and quasi-governmental agencies to allow timely approval and construction of such Project Facilities and Infrastructure.

(a) Land Owner shall exhaust all reasonable efforts and diligently pursue acquisition of all necessary easements and/or rights of way not currently owned or controlled by County or Land Owner which are required to construct the Off-Site

Improvements. For purposes of this Section 14.03.1, the term "reasonable efforts" shall mean that the Land Owner has made a commercially reasonable written offer to purchase the property interest at fair market value, in accordance with an appraisal conducted by an MAI appraiser.

(b) If after exercising reasonable efforts Land Owner is unable to acquire the necessary easements and/or rights of way, County, upon written request of Land Owner, shall, in County's sole discretion: (1) require Land Owner to construct functionally equivalent alternative improvements to those previously approved, provided that such alternative improvements are equally or more effective in addressing the impact; (2) pursue acquisition of the real property interests by means of eminent domain; or (3) if the County declines to exercise powers of eminent domain, abandon or defer the Obligation in accordance with Section 66462.5 of the Subdivision Map Act. County and Land Owner acknowledge that eminent domain is a discretionary process and that County cannot commit to its use unless and until all appropriate notifications, hearings and proceedings have been undertaken. If County chooses to pursue acquisition of the real property interests by means of eminent domain, County shall take all reasonable steps necessary towards that endeavor, including undertaking appraisals, noticing property owners, noticing and holding required public hearings and meetings, and following any other procedures required for pre-judgment possession and Land Owner shall pay all costs reasonably incurred by County related to, arising from, or associated with such acquisition or condemnation proceedings, including but not limited to, attorneys' fees, expert witness fees, and jury awards of any kind. In addition, Land Owner shall indemnify, defend and hold County harmless from and against any and all claims, liabilities or causes of action of any kind associated with County's acquisition of such real property interests, excluding therefrom any claims, liabilities or causes of action arising from County's gross negligence or willful misconduct.

(c) County shall not unreasonably delay the recordation of the Final Map or the issuance of any grading and building permits for private improvements on the Property during the pendency of any activities under this Section except as necessary to protect public health and safety. In addition, and not by way of limitation, County shall not delay the processing, approval, or recordation of any Final Map for the Project due to Land Owner's inability to obtain any off-site land acquisitions or easements; provided, however, that (i) County shall not require any engineering other than conceptual plans until the areas of such acquisitions or easements are obtained or the improvements are waived or alternative improvements are identified, as described above, and (ii) Land Owner and County shall include such land acquisitions or easements within the scope of any subdivision improvement agreement and related bonds.

(d) Upon acquisition of the necessary interest in land, or upon obtaining right of entry, either by agreement or court order, Land Owner shall commence and complete the public improvements. This requirement shall be included, and, if necessary,

detailed, in any subdivision improvement agreement entered between the Land Owner and the County pursuant to Government Code section 66462.

(e) If and to the extent this Section 14.03.1 demands more of Land Owner than does Section 66462.5 of the Subdivision Map Act, this Section shall apply in addition to the Land Owner's obligations under that statute.

Section 14.03.02. Cooperation Related to Off-Site Improvements. To the extent that Land Owner is required to construct any Off-Site Improvements that require work on land outside of the control of Land Owner, Land Owner may apply for approval from the County Public Works Director to extend the timeline for completion of such improvements upon posting of appropriate security, such as bonding, for the completion of such improvements, which approval shall not be unreasonably withheld.

ARTICLE 15. OTHER COMMITMENTS OF COUNTY AND LAND OWNER Section 15.01. Dedication of Park Lands. Land Owner shall dedicate land to satisfy its obligations under the Quimby Act and Applicable Law. Land Owner shall construct all park and recreation improvements as required by the conditions of approval subject to the County's review and approval. Ongoing maintenance and operation of the park facilities shall be funded by the Project residents pursuant to one or more of the Funding Mechanisms described in Section 13.02 above and/or assessments under homeowner CC&Rs, and shall not be payable from the County's General Fund or other community-wide resources. Should the land the Land Owner offers for dedication be insufficient to meet Land Owner's obligation under Applicable Law, Land Owner shall dedicate sufficient additional land off-site or pay an lieu fee to meet its requirement after applicable credits for additional park lands provided. Any in lieu fee assessments shall be based upon the amount of the fees in place as of the date of the approval of this Development Agreement.

Section 15.02. Affordable Housing. Land Owner has proposed and will provide the affordable housing units, affordable-by-design units, and funding for a down payment assistance program as described in **Exhibits D** and **E**.

Section 15.03. Water.

(a) Land Owner shall install water improvements necessary to serve the Project as shown in the DRSP.

(b) Notwithstanding anything herein to the contrary, Land Owner shall comply with the California Water Code and the regulations imposed by the County in its capacity as the Groundwater Sustainability Agency pursuant to the Sustainable Groundwater Management Act ("**SGMA**") in all matters related to the Project. Land Owner acknowledges that SGMA regulations will be implemented after the Vesting Date of this Development Agreement and likely throughout its term and nevertheless agrees to comply with them as to the Project.

(c) Unless and until otherwise required by NCSD following commencement of service of water to the Project by NCSD, Land Owner reserves all groundwater or other water rights with respect to the Property and shall be entitled to irrigate open space

land with ground or well water, to the extent that such reservation and action does not violate Applicable Law and so long as such water meets or exceeds all applicable water quality standards.

(d) Any and all tentative subdivision maps approved for the Project shall comply with Government Code Section 66473.7 if, and to the extent, required by Government Code Section 65867.5(c).

Section 15.04. Wastewater. The Project's wastewater system to be served by the NCSD.

Section 15.05. Recycled Water Facilities. Recycled water, if provided in the future, shall be provided by the NCSD. Project shall be "recycled water ready" – i.e., purple pipes installed for irrigation facilities for future connection to NCSD's future recycled water system if NCSD provides such services to the Project area in the future.

Section 15.06. Storm Drain Facilities. Before approval of a Final Subdivision Map or building permit for a use that does not require a map, Land Owner shall provide storm drain facilities as set forth in the DRSP adequate to accommodate the storm water runoff from the area subject to such Map or building permit.

Section 15.07. Traffic and Circulation Improvements. Land Owner shall construct improvements to satisfy the traffic mitigation measures as set forth in Resolution No. 2024-108, conditions of approval and for backbone infrastructure for the Project. For any improvements required prior to initial occupancy, such improvements may be secured through the posting of a bond, which will allow building permits to be issued concurrent with construction of such improvements; provided, however, that final occupancy shall be permitted only upon full completion of all such improvements.

Section 15.08. Pedestrian and Bicycle Connectivity. Developer shall construct intersection crossing improvements at Pomeroy Road and Juniper Street in accordance with applicable County of San Luis Obispo Public Improvement Standards and to satisfaction of Public Works. Such improvements will consist of removal of existing mid-block crossing, in its entirety, at Nipomo Regional Park entrance driveway along Pomeroy Road, including restoration of roadway, roadway shoulder, and curb, gutter, sidewalk on easterly side of Pomeroy Road.

(a) Developer shall engage a licensed Civil Engineer or Traffic Engineer to perform a warrant analysis for type of pedestrian control (High Intensity Activated crossWalk (HAWK) or Rapid Flash Beacons (RFB)) at Pomeroy Road and Juniper Street. Developer shall construct warranted pedestrian control for pedestrian/bicycle connectivity to Nipomo Regional Park entrance and construct curb, gutter, and sidewalk from new crossing location along westerly side of Pomeroy Road to existing driveway entrance in accordance with Public Improvement Standards. Furthermore, for identification within a Community Plan update, Developer shall engage a Licensed Civil Engineer to perform a feasibility study including preliminary project plans with an engineer's estimate of probable costs to:

(1) Realign Nipomo Regional Park roadway to be in alignment with Juniper Street in accordance with Parks Department Master Plan and perform

warrant analysis for signalization/pedestrian control. Remove existing Nipomo Regional Parks driveway entrance along Pomeroy Road in its entirety, consisting of revegetation, fenced (or otherwise blocked) to prohibit access, and with roadway shoulder restored to Public Improvement Standards.

(2) Construct curb, gutter, and sidewalk and/or trail along both sides of Pomeroy Road between Collector B to Camino Caballo, including associated crossings for Collector B at Pomeroy Road, Sandydale Drive at Pomeroy Road, Inga Road at Pomeroy Road, and Camino Caballo at Pomeroy Road..

(b) Developer shall coordinate directly with Public Works for this work activity, and Developer will be required to obtain an Encroachment Permit for any work in the County right-of-way. Developer shall be obligated to complete aforementioned tasks prior to completion of Phase 2 or Phase 3, whichever occurs first.

Section 15.09. Ownership of Public Improvements. Unless the Parties otherwise mutually agree, the County shall own and maintain, or cause to be maintained, the following public improvements unless otherwise noted:

(a) Potable water system and water tank, within public properties or public easements, to be owned by NCSD;

(b) Sanitary sewer system, within public properties or public easements, to be owned by NCSD;

(c) Recycled water system, within public properties or public easements, to be owned by NCSD;

(d) Storm drain system, including continuous deflective separation (CDS) vaults or other best management practices (BMP) facilities, within public properties or public easements;

(e) Public roadways consisting of Collectors A, B, and C;

(f) Public parks and trails not owned and maintained by the Homeowners' Association (Homeowners' Association owned and maintained areas include trails, open space and pocket parks, and emergency access points); and

(g) Public access and utility easements.

Section 15.10. Local Preference Programs. Land Owner has proposed and will comply with the Local Preference Programs as described in **Exhibit F**.

Section 15.11. Relocation of Nipomo Community Dog Park. In accordance with Exhibit G, Land Owner will make a one-time payment to help fund the relocation of the Nipomo Community Dog Park.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the Execution Date above.

COUNTY:

COUNTY OF SAN LUIS OBISPO,
a municipal corporation

By: _____
Chair of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Dated: _____

LAND OWNER
NKT Development, LLC,
a California limited liability company

By: _____
Nicholas Tompkins
Manager

IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the Execution Date above.

COUNTY:

COUNTY OF SAN LUIS OBISPO,
a municipal corporation

By: Debbie Arnold
Chair of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By:
Deputy County Counsel

Dated: 5.10.24

ATTEST: Rebecca Campbell, ACTING CAO and , County Clerk of the Board and Ex-Officio Clerk of the Board of Supervisors

By, Deputy Clerk

LAND OWNER
NKT Development, LLC,
a California limited liability company

By:
Nick Tompkins AKA Nicholas Tompkins
Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF San Luis Obispo)

On May 15, 2024 before me, Lisa Campbell Notary Public
Notary Public (insert name and title of the officer),

personally appeared Nicholas Tompkins, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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: _____

[Seal] LISA CAMPBELL
Notary Public - California
San Luis Obispo County
Commission # 2435358
My Comm. Expires Jan 21, 2027

CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

On April 24, 2024 before me, Annette Ramirez, Deputy Clerk of the Board of Supervisors,
(Insert the name and title of the officer)

personally appeared Debbie Arnold who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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 _____
Deputy Clerk of the Board of Supervisors



EXHIBIT A

DANA RESERVE SPECIFIC PLAN SITE PLAN
(attached)

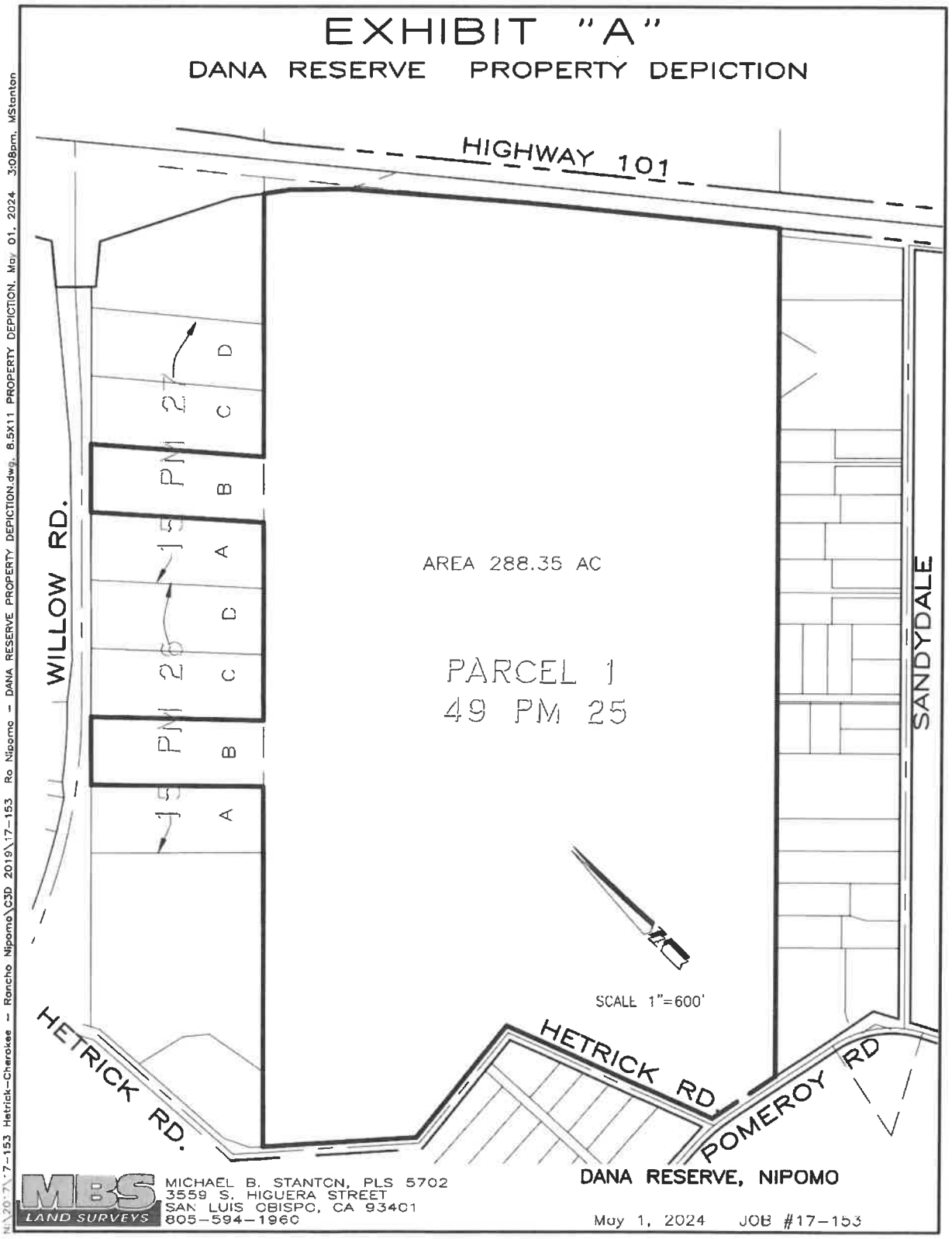

EXHIBIT "A"
DANA RESERVE PROPERTY DEPICTION
HIGHWAY 101
WILLOW RD.
SANDYDALE
AREA 288.35 AC
PARCEL 1
49 PM 25
15 PM 27
D
C
B
A
15 PM 26
D
C
B
A
SCALE 1"=600'
HETRICK RD.
HETRICK RD.
POMEROY RD
DANA RESERVE, NIPOMO
MBS LAND SURVEYS
MICHAEL B. STANTON, PLS 5702
3559 S. HIGUERA STREET
SAN LUIS OBISPO, CA 93401
805-594-1960
May 1, 2024 JOB #17-153
N:\2017\17-153 Hetrick-Cherokee - Rancho Nipomo\C3D 2019\17-153 Ro Nipomo - DANA RESERVE PROPERTY DEPICTION.dwg, 8.5X11 PROPERTY DEPICTION, May 01, 2024 3:08pm, MStanton

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1 OF PARCEL MAP CO-89-389, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED FEBRUARY 28, 1992, IN BOOK 49 AT PAGE 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION, RECORDED OCTOBER 18, 2011 AS DOCUMENT NO. 2011-051759 OF OFFICIAL RECORDS.

INCLUDING, PARCEL B OF PARCEL MAP CO-73-436, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED AUGUST 15, 1974, IN BOOK 15 AT PAGE 26 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO INCLUDING, PARCEL B OF PARCEL MAP CO-74-55, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED AUGUST 15, 1974, IN BOOK 15 AT PAGE 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNs: 091-301-073, 091-301-031, 091-301-029

EXHIBIT C

COMMUNITY BENEFITS

The following is a list of the Dana Reserve Specific Plan "Public Benefits" and "Beneficial Features and Public Good" of the 2024 Dana Reserve Specific Plan project as described in the 2024 Dana Reserve Specific Plan, DRSP June 2022 Draft EIR and in particular Chapter 11 of the DRSP March 2024 Final EIR "Supplemental Analysis of the 2024 Dana Reserve Specific Plan".

"Public Benefit" definition – provision of a public facility, service, or improvement exceeding applicable agency requirements (i.e., exceeding requirements of the zoning ordinance, building code, impact fee ordinance, etc.)

"Beneficial Features and Public Good" definition – items, programs, improvements, off-sets, or mitigation measures included as part of the Dana Reserve project that are enhancements for project residents, the environment, and/or the public.

DRSP "PUBLIC BENEFITS" LIST

1. **Workforce Housing (Missing Middle) – Local Preference and Other Programs Regulation/Setting**
   County of San Luis Obispo does not have an Inclusionary Housing Ordinance or other affordable housing or workforce housing requirements, programs, or in-lieu fee requirements.

   Description of Public Benefit
   Project applicant working in conjunction with qualified third-party program implementation monitor/controller will give first priority to buyers based upon the following criteria all of which will require them to have Dana Reserve as their primary residence:
   - First-time homebuyers with current address or prior address in South SLO County (93449, 93443, 93420, 93444, 93445, 93401). Prior home address is to assist those who had to leave the area due to lack of affordability to have the opportunity to return
   - Current address or prior address within South SLO County (93449, 93443, 93420, 93444, 93445, 93401)
   - Buyers who can demonstrate that their vehicle miles traveled (VMT) will be reduced by living at the Dana Reserve rather than their current residence
   - Buyers who can demonstrate that their household vehicle miles traveled (VMT) will be reduced by living at the Dana Reserve rather than their current residence
   - Buyers who are reuniting with family

2. **Fire Protection – Land Dedication, Street, and Utility Improvements and Impact Fees**

Regulation/Setting

County of SLO has two existing fire stations located within approximately 4.8 miles from the subject site. However, response time from these stations exceed County standards. County owns land suitable for a future fire station approximately one mile from the subject site on Willow Road but not located within acceptable response time from the subject site and is not the appropriate size. County has fire impact fees applicable to the project.

Description of Proposed Public Benefit

The project applicant will dedicate approximately 2.0 acres of land including street frontage improvements and utility extensions to the site in a location as identified in the DRSP for future use as a County fire station site. The County and Cal Fire will construct the facilities at a future date to meet their standard regulations. In addition to paying the generally applicable County Fire Safety Facility impact fees in effect as of the date of the Agreement, the project applicant has agreed to pay a supplemental Fire Safety Facility Fee in the amount of approximately $2,000,000, to be collected on a per unit basis concurrent with payment of the generally applicable County Fire Safety Facility impact fees in effect as of the date of the Agreement. Further project applicant has agreed to not seek reimbursement of fair share fees based on the land dedication and infrastructure costs associated with the future County fire station site.

3. **Publicly Accessible Neighborhood Park – Land Dedication, Street, and Utility Improvements and Impact Fees**

Regulation/Setting

County of SLO requirements for park land dedication are based upon residential land use type as defined in County Code. Based upon the 2024 DRSP, the minimum required parkland dedication would be 9.2 acres. The 2024 DRSP proposed park land dedication is 4.8 acres for the publicly accessible neighborhood park plus publicly accessible park easement land of approximately 7.6 acres of "pocket parks" within individual neighborhoods (refer to item number 6 below). DRSP project total proposed park land dedication is approximately 10.1 acres, exceeding County requirements by approximately 0.9 acres. County regulations (and State) governing parklands enable either dedication of land or payment of fees (Quimby) but do not require both. Applicant proposes to dedicate land for an approximately 4.8-acre publicly accessible neighborhood park. In addition to dedication of land, applicant will construct the publicly accessible neighborhood park, street frontage improvements, and park recreation features, and will pay applicable County parkland/recreation impact fees and will not seek reimbursement for Quimby-related impact fees.

Description of Public Benefits

- Dedication of land (without Quimby fee waiver or reimbursement)
- Applicant will construct parkland features which may include:
  - Bicycle racks
  - Drinking fountains
  - Drainage features

- Entry signage and landscaping
- Picnic Areas
- Irrigation
- Landscaping
- Parking
- Restroom
- Trail connections
- Trash and recycle bins
- Wayfinding signage

- Payment of applicable County Park impact fees

4. **Pocket Parks – Easement Dedication, Public Access, and Construction and Impact Fees**

Regulation/Setting

County of SLO requirements for park land dedication are based upon residential land use type, as defined in County Code and the minimum required parkland dedication would be 9.2 acres. Based upon the 2024 DRSP, the DRSP proposed park land dedication is 4.8 acres for the publicly accessible neighborhood park plus publicly accessible park easement land of approximately 7.6 acres of "pocket parks" within individual neighborhoods. County Code allows for up to 50% of privately maintained but publicly accessible parks to count toward park land requirements. DRSP project total proposed park land dedication is approximately 10.1 acres, exceeding County requirements by 0.9 acres. This excludes additional easements for trails and equestrian staging area.

Description of Proposed Public Benefit

- Applicant proposes to dedicate public access easements to the pocket parks
- Maintenance of pocket parks will be conducted by the homeowners' association(s) (no cost to County)
- Construct pocket park improvements for passive use may include:
  - Bicycle racks
  - Picnic area
  - Children's Play Areas
  - Native Plants Conducive to Area
  - Neighborhood mailbox facilities
  - Parking
  - Trail connections
  - Trash and recycle bins
  - Wayfinding signage

- Pay applicable park impact fees on excess land/easements

5. **Equestrian/Pedestrian Trails – Construction (trail, fencing, landscape, etc.)**
   Regulation/Setting
   County regulations require provision of easements for, but not improvements to, equestrian trails. County regulations do not require pedestrian trails.

   Description of Public Benefit
   The applicant proposes to provide easements for an equestrian staging area and trailhead for equestrian trails. The staging area is approximately one acre and will contain parking for approximately eight vehicles (sized for vehicle and trailer). Approximately 3.3 miles of equestrian trails are proposed. Trails will be natural surface and fenced off from residential areas.

   The applicant also proposes an additional 3.8 miles of pedestrian trails, which will also be natural surface. Maintenance of equestrian and pedestrian trails will be conducted by a combination of homeowners' association(s) and/or non-profit.

   No public (Parks Dept) cost or reimbursement for these public trails.

6. **Green House Gas Reduction – All Electric, Solar, Battery, and EV Charging**
   Regulation/Setting
   The County currently allows residential and commercial services to be served by natural gas. A So Cal Gas Company natural gas main pipeline exists within the property and 30 feet from the eastern boundary of the DRSP area.

   Description of Public Benefit
   Dana Reserve applicant will agree to omit natural gas service for all residences within neighborhoods 1 through 10.

   For all detached single-family residences, solar will be installed (per applicable California Building Code requirements) and pre-wiring will be installed for electric vehicle charging and future owner battery installation.

   For all attached residences, solar will be installed (per applicable California Building Code requirements). Electric vehicle charging stations will be provided as required by applicable California Building Code.

   Natural Gas will be provided for commercial uses, including village commercial, flex commercial, public safety facilities, and residential amenity center areas.

   For commercial areas, electric vehicle charging stations will be provided as required by applicable California Building Code.

7. **Transportation – Transit Stops and Park and Ride Facilities**

Regulation/Setting

County regulations do not require the provision of transit stops and/or park and ride facilities.

However, County regulations identified in the Framework for Planning (Inland) under Goals numbered 5 and 11 recognize public transit is an important strategy to provide adequate circulation.

Description of Public Benefit

The applicant proposes to provide transit stops within the Specific Plan Area near the village commercial area just west of the roundabout and at the park and ride location along Collector A just south of Willow Road. These facilities will aid in improving transit service that will encourage the use of alternative modes of transportation and carpooling thereby improving air quality (AQ), reducing greenhouse gases (GHG) and reducing vehicle miles travelled (VMT) which would be consistent with applicable local plans, policies, and ordinances related to the transportation system. They will be served as a part of RTA Route 10 and Southbound by Santa Barbara County RTA.

BENEFICIAL FEATURES AND PUBLIC GOOD

8. **Nipomo/South County Ground Water Management – Ground Water Pumping Reduction**

Regulation/Setting

The project will be served by the Nipomo Community Services District (NCSD). The NCSD is a signatory to a Court settlement and adjudicated water basin. It was required by the Court to enter into a "physical solution" to transfer increasing volumes of water from Santa Maria to the NCSD. In 2025, per their contract, the NCSD must increase the volume of water purchased from Santa Maria by an additional 700-acre feet. The cost of the imported water is 3x the cost of current ground water extracted from the Nipomo basin. The NCSD does not have enough customers to utilize the increased imported water that it will be required to purchase while maintaining minimum ground water pumping necessary to maintain a viable, safe well field.

Description of Benefit

With the project fully built, the NCSD can further reduce their pumping from current levels. This new level of pumping will help maintain a viable, safe well field and the overall health of the groundwater basin.

9. **NCSD Customer Water Rates – NCSD "Take or Pay" and NCSD Customer Rate Reduction/Cost Containment**

Regulation/Setting

Nipomo is a party to an adjudicated water basin with a Court ordered "physical solution" requiring the transfer of water by contract from Santa Maria to Nipomo. The court ordered contract between Santa Maria and the NCSD requires minimum purchase amounts. Currently the NCSD is importing approximately 900-to-1,000-acre feet per year from Santa Maria. Beginning in 2025 the water that is required to be purchased from

Santa Maria by the NCSD will increase by approximately 700-acre feet. The NCSD does not have the existing customers to utilize the increased volumes of contractually obligated water from Santa Maria while still maintaining a safe well field but will still be obligated to pay for the unused portion at the 3x groundwater cost pricing and spread those costs over the existing ratepayers.

Description of Benefit
The project will pay approximately $35,000,000 in water connection fees to the NCSD. The project will also pay a $4,500,000 capital charge to the NCSD.

These fees will allow the NCSD to make the necessary improvements to serve the project but also to improve older infrastructure that serves the entire district. The fees will also provide capital to the NCSD to add redundancy for key sewer and water systems that will benefit existing NCSD ratepayers and the project.

The project is required to pay the higher cost of imported water, leaving the less expensive water for existing users.

10. Off-Site Infrastructure Improvements - NCSD Water and Sewer Systems

Regulation/Setting
The DRSP project will allow for the improvement (or replacement) funded by hookup fees of existing NCSD infrastructure at several off-site locations away from the project site. The improvements include upgrading or replacing water lines, sewer lines, lift stations, and various modifications at the sewer treatment facility. Some of these improvements are necessary to serve the DRSP project, but many provide and improve service capacity, redundancy, and/or improved reliability for customers above and beyond what is required to adequately service the project.

Description of Benefit
By expanding the NCSD service boundary to cover the DRSP project area, it will extend the current NCSD infrastructure to Willow Road. The Dana Reserve Development Water and Wastewater Service Evaluation, prepared for NCSD by MKN, identifies improvements that will increase capacity and redundancy, and improve the reliability for current and future rate payers.

Some examples of the identified water infrastructure improvements include installing a 16" water main down Oak Glen Avenue to Tefft Street, then east to the existing Foothill tanks, and adding an additional storage tank which will increase ability to deliver water.

Some examples of the identified sewer infrastructure improvements include installing a new sewer main from the DRSP to Juniper Street, replacing segments of existing sewer trunk line in the Frontage Road (between Juniper and WWTP) with larger pipes, and modifications to Southland WWTF which will increase the ability of the existing plant to accept current and future sewage flows.

11. Recycled Water Ready

Regulation/Setting

NCSD is required to regulate and minimize impacts on the groundwater basin through implementing water use regulations and evaluating alternative water saving measures. Use of recycled water in lieu of groundwater has been determined as a potential alternative water saving measure but is dependent on the NCSD's ability to deliver the recycled water to customers.

Description of Benefit

The DRSP project will install recycled water lines within the project site to be "recycled water ready" for connection in the future should the NCSD decide to implement recycled water infrastructure for the district.

12. NCSD Customer Sewer Rates – NCSD Customer Rate Reduction/Cost Containment

Regulation/Setting

NCSD will be expanding their "service area boundary" to cover the extent of the Dana Reserve project area. NCSD has performed a thorough evaluation of their current infrastructure and Southland Wastewater Treatment Facility. It was concluded that their infrastructure and treatment plant facility are capable with the implementation of some modifications to segments of mainline and increased capacity to the WWTP as defined in the Dana Reserve Development Water and Wastewater Service Evaluation.

Description of Benefit

The project will connect to the NCSD sanitation plant. The NCSD has approximately 3,779 existing rate payers for sewer. The additional volumes and efficiency derived from the project per the NCSD study may reduce sewer fees for new and existing rate payers. The increased return flows from the Dana Reserve to the NCSD sanitation plant along with the decreased groundwater pumping could, for the first time, return more water to the aquifer than will be extracted.

13. Enhanced Circulation System

Regulation/Setting

County transportation/circulation plans identify extension of the Frontage Road (Collector A in DRSP) on the west side of US 101 from the current dead end over to Willow Road as a high priority project. However, a major cost of the project is anticipated to be right-of-way acquisition.

The County has also planned a connection (unfunded) in the County Land Use and Circulation Element (LUCE) to connect Pomeroy Road via Hetrick Avenue to the intersection with Glenhaven to relieve Tefft Street traffic.

Description of Benefit

The County needs to complete north/south connections from the existing community to Willow Road to reduce congestion on US 101/Tefft Street, on the dead-end frontage road on the west side of US 101, and on Glenhaven and Ten Oaks Roads. The County has collected transportation impact fees for extension of the Frontage Road to Willow Road.

As part of the DRSP the development will dedicate the necessary right-of-way for the Frontage Road extension as part of the first phase of development construction. The Frontage Road must be completed before anyone can take occupancy at the project.

In addition, the DRSP includes a second north/south collector street (Collector B in DRSP) in an improved location directly connecting Pomeroy Road to Willow Road without constructing the road along the front or back yards of existing residents along Calimex and Hetrick Avenue as currently planned by the County. This improvement will reduce the time to Willow Road from Pomeroy by providing a more direct route, reduce Teft Street traffic, and provide an opportunity for consideration by the County to block the current "cut through" traffic on Ten Oaks and Glenhaven.

14. US 101 at Willow Road and Frontage Road Traffic Enhancements

Regulation/Setting

The north bound and south bound ramps at the US 101/Willow Road intersection have very short-term unacceptable Level of Service (LOS) issues between 8-9am. The current LOS is Level F – unacceptable. The LOS F rating is related to delays caused by vehicle work and school commute trips. Similarly, the existing Frontage Road has periodic episodes of poor levels of service and congestion during the swap meet.

Description of Benefit

The DRSP project proposes to improve the US 101/Willow Road ramps by providing traffic signals. The signalization improvements will reduce delays and improve the LOS from Level F (unacceptable) to Level C (acceptable).

DRSP proposed extension of the Frontage Road to Willow Road will improve the LOS for the Frontage Road to an acceptable LOS from current unacceptable conditions. Every intersection studied showed that after full buildout of the Dana Reserve and with all planned improvements installed by the project, LOS either improved or remained the same.

15. Publicly Accessible Areas and Facilities Maintained by DRSP HOA

Regulation/Setting

Within the DRSP there are many facilities that are accessible to and may be used by the public and the surrounding neighborhood. In many cases these would typically be maintained by a public agency as they may be used by a wider population than just the DRSP project residents.

Description of Benefit

The following are examples of facilities within the DRSP that are accessible to the public but are proposed to be built by the developer and privately maintained. Examples are open space areas, pocket parks, pedestrian trails, and equestrian trails. Additional examples of other facilities that may benefit residents in surrounding areas but are privately maintained by DRSP HOAs are storm drain facilities, local streets and sidewalks, and emergency access openings as they are open to pedestrians, equestrians, and bicycles.

16. Affordable Housing – Accessory Dwelling Units (ADUs)

Regulation/Setting

Pursuant to a variety of recent State laws, ADUs (sometimes called "granny" units) are allowable in the County of SLO. ADUs are allowed "by right" subject to County review. ADUs are allowed in a variety of sizes and configurations and are allowed in both single-family and multifamily neighborhood settings. ADUs must conform to California building code standards. To determine the probable number of ADUs that may occur within the DRSP, County staff reviewed the 6th Cycle Housing Element and records of permits issued for ADUs over several years and concluded that the likely maximum number of ADUs in the Project would be 152 based upon prior permit activity. NCSD in a very recent analysis to determine adequacy of the water supply, assumed that every vacant residential lot was built out and with ADUs and every existing home that didn't already have an ADU had one constructed. The NCSD analysis concluded that even at full buildout with ADUs in the district and the full build out of the DRSP as proposed, that even during times of extended drought, the NCSD water supply was adequate to serve the DRSP.

Description of Benefit

The size of ADUs is limited by regulation and by the practical aspect of the proposed location, lot size or configuration. The DRSP anticipates development of approximately 152 ADU's within the project, which is consistent with the County's historic ADU development rates. From a regulation perspective ADU's are limited to a maximum of 1,200 square feet in size. Practically, they are typically limited to 400-600 square feet. Due to size limitations for ADU's if they a have small occupancy numbers – typically less than 2 people. They are often identified as affordable by design and in the case of DRSP provide a significant opportunity for additional affordable housing.

17. Economy – Mix of Land Uses

Regulation/Setting

The South County Area Plan describes an objective to provide a mix of land uses on the subject site (formerly Canada Ranch). The proposed project achieves this objective and updates the anticipated mix of uses to be more relevant to the critical need for housing in SLO County and the State.

Description of Public Benefit

The South County Area Plan describes an objective to provide a mix of land uses on the subject site (formerly Canada Ranch). The proposed project achieves this objective and updates the anticipated mix of uses to be more relevant to the critical need for housing in SLO County and the State.

Description of Public Benefit

The proposed mix of land uses places emphasis on providing housing of all types, sizes, and range of affordability addressing the County and State critical housing shortage. The proposed mix of uses including commercial, park land, open space, and public facilities

contributes to the vision for a neighborhood where residents can live, shop, work, play, and receive education and work skills training.

Additionally, the project proposes to include approximately 6,000 to 8,000 square feet of medical office for providers to serve the community, which to a significant extent must currently travel north or south to neighboring communities to obtain healthcare.

18. Lucia Mar Unified School District (LMUSD) Fees

Regulation/Setting

The maximum amount of school fees for new development of residential and commercial projects are established by State Law. As of the date of this agreement, the LMUSD imposes School Impact Fees in the amount of $4.08 per square foot for residential development and $0.66 per square foot for commercial or industrial development. Under State Law, the current maximum fee that the LMUSD could charge is $5.17 per square foot for residential development and $0.84 per square foot for commercial or industrial development (collectively, the "Statewide Level 1 School Fees"). State Law mandates that the payment of the local effective school impact fee fully mitigates all impacts of a project on local schools.

Description of Benefits

The project applicant and LMUSD have agreed to a School Facilities Funding And Mitigation Agreement related to the DRSP that includes the following terms:

1) For any Dwelling Units outside of Neighborhoods 7, 8, and 9, the developer of such units shall pay the then current Statewide Level 1 School Fee (e.g., currently $5.17 per square foot) plus an additional Dana Reserve Special Mitigation Fee in the amount of sixty-eight cents ($0.68) per square foot. This represents a current increase of approximately 43% above the current LMUSD school impact fee.

2) For any Dwelling Units within Neighborhoods 7, 8, and 9 that are marketed as an active adult community, the developer of such units shall pay the then current Statewide Level 1 School Fee (e.g., currently $5.17 per square foot). This represents a current increase of approximately 27% above the current LMUSD school impact fee. If marketed to the general public rather than marketed as an active adult community, the then such units will also pay the Dana Reserve Special Mitigation Fee described above.

3) For any development that qualifies under state law for the commercial or industrial rate, shall the applicable Statewide School Fee for such development (e.g, currently $0.84 per square). This represents a current increase of approximately 27% above the current LMUSD school impact fee.

4) The project applicant will provide advance funding to LMUSD in the amount of $500,000, which will be credited against future fees to be paid concurrent with issuance of building permits.

5) The project applicant will provide funding to LMUSD in the amount of $175,000 to be used for improvements to the on-site pick-up and drop off areas for schools serving students from the project. Such funding is in addition to future fees and will not be credited against future fees to be paid.

In addition, the project applicant has proposed an Exclusive Negotiation Agreement with the LMUSD to donate the land in Neighborhood 10A to the LMUSD for the construction of affordable housing in Neighborhood 10A to be constructed as required by this Agreement, but to allow such affordable housing units to have a priority for qualifying LMUSD teachers and staff and other public employees before being offered to other qualifying members of the general public.

19. Right Place, Right Time, and Making a Difference in Housing for County Residents and Employers

Regulation/Setting

The County of San Luis Obispo is charged by the State with providing 3,256 residential units during the next eight years per the 6th Cycle Housing Element. This is known as the Regional Housing Needs Assessment (RHNA) obligation to provide housing in the SLO County unincorporated area (the area outside of the seven existing incorporated cities).

The County adopted General Plan and Land Use plans have identified the DRSP site (formerly known as Canada Ranch) as a site for significant development for over 25 years.

Lack of available housing, especially workforce housing, is in critical shortage and impacts the ability for employers to attract and hire talented staff due to extremely high housing costs linked to lack of available housing supply.

Description of Benefits

The DRSP site is located adjacent to existing utility service lines for water, sewer, natural gas, telephone/data, and roads. These can be extended into this site efficiently due to proximity – a circumstance not widely available in the SLO County unincorporated area. The site is adjacent to the NCSD service boundary and identified by the NCSD as a likely location for expansion of their services, another circumstance enabling efficient development of this site. The DRSP is of sufficient size to provide a significant amount of housing to help meet the County RHNA obligations in a variety of unit sizes, configurations, and price ranges including both ownership and rental housing and the other amenities and commercial uses to create a fully functioning neighborhood - a live, work, shop, play and learn environment. This is a rare combination of factors in the unincorporated area of the County and should not be underutilized.

EXHIBIT D

AFFORDABLE/WORKFORCE HOUSING PLAN

1. Deed Restricted Affordable Housing. Land Owner entered into an agreement with a local non-profit housing developer pursuant to which Land Owner will donate the land in Neighborhoods 10A and 10B of the Specific Plan following recordation of the Final Map creating Neighborhoods 10A and 10B. The deed conveying Neighborhoods 10A and 10B shall include a deed restriction requiring that Neighborhoods 10A and 10B be used only for affordable housing purposes. Specifically, Neighborhoods 10A and 10B shall contain a minimum of 156 affordable housing units provided in an equal combination of very low and lower-income levels. The very low-income units shall be shall to households making up to 50% of the County's median income. The lower-income units will be affordable to households making up to 80% of the County's median income. These low and very low-income units shall have an affordable-housing deed restriction for a minimum of 55 years and shall serve as the principal residence for the qualifying household.

2. Affordable-by-Design Housing. Land Owner further proposes and agrees that Neighborhoods 1 and 2 will be developed as affordable by design targeting both moderate and workforce housing levels. Moderate housing is defined as less than 120% of the County median income. Workforce housing is defined as less than 160% of the County median income. Land Owner and County further agree that, for the workforce and moderate units in Neighborhoods 1 and 2, this agreement does not dictate maximum rents nor require income qualified renters, and instead constituents affordable by design requirements that will be provided approximately in the proportions specified below. The parties acknowledge and agree that the number of units providing a specified number of bedrooms may deviate by up to 15%, so long as the maximum square footage for each unit type is maintained and the total number of units remains consistent. Neighborhood 1 is anticipated to be constructed as a rental product consistent with the following standards:

Neighborhood 1: Affordable by Design Units

Unit Type	Max Square Footage	Count	Moderate	Workforce
Studio	450	17	17	0
1 Bedroom Flat	650	35	35	0
2 Bedroom Flat	850	35	35	0
2 Bedroom Flat	1,050	60	0	60
3 Bedroom Flat	1,250	26	0	26
		Total	87	86

Neighborhood 2 may be constructed as a rental or a for-sale product consistent with the following standards:

Neighborhood 2: Affordable by Design Units – For Rent Product

Unit Type	Max Square Footage	Count	Moderate	Workforce
Studio	450	21	21	0
1 Bedroom Flat	650	42	42	0
2 Bedroom Flat	850	42	42	0
2 Bedroom Flat	1,050	74	0	74
3 Bedroom Flat	1,250	31	0	31
		Total	105	105

Neighborhood 2: Affordable by Design Units – For Sale Product

Unit Type	Max Square Footage	Count	Moderate	Workforce
3 Bedroom	1,250 - 1,400	140	0	140
4 Bedroom	1,550	70	0	70
		Total	0	210

When Land Owner submits the Site Plan or Tentative Map for Neighborhoods 1 and 2, it shall also submit a housing plan proposal showing how it will satisfy the requirements in the tables above for moderate and workforce housing units. Following construction and before issuance of final Certificate of Occupancy for the last unit in each of Neighborhoods 1 and 2, Land Owner shall provide documentation to the County of the initial rental rate or initial sales price, as applicable, for each unit in each of Neighborhoods 1 and 2.

Notwithstanding anything to contrary contained herein, Land Owner hereby agrees that not less than 87 units within Neighborhood 1 shall be initially rented at rates that will not exceed the published maximum for moderate housing rents in effect at the time of rental agreement for San Luis Obispo County. In addition, if Neighborhood 2 is developed as a for rent community, Land Owner hereby agrees that not less than 105 units within Neighborhood 2 shall be initially rented at rates that will not exceed the published maximum for moderate housing rents in effect at the time of rental agreement for San Luis Obispo County.

Notwithstanding anything in the above, the Land Owner shall provide in Neighborhoods 1-6 a minimum of 450 dwelling units that are 1,600 square feet or less in floor area.

EXHIBIT E

DOWN PAYMENT ASSISTANCE PROGRAM

Land Owner entered into a contract with the Community Foundation of San Luis Obispo County ("CFSLO") to establish, and agrees that it will establish, a down payment assistance fund in the amount of $3.2 million dollars. The fund shall provide down payment assistance of between 3% and 10% of home price to first-time homebuyers, as outlined below.

The fund administrator shall establish qualification criteria that prioritizes local, first-time homebuyers (first priority to individuals who live or work in the South County (identified by the boundaries of the Lucia Mar Unified School District), children of South County residents, and buyers who can demonstrate a reduction in vehicle miles travelled by living in the DRSP area rather than their existing residence) with a demonstrated need (the "Qualification Criteria").

In addition to the Qualification Criteria outlined above, to qualify for Down Payment Assistance Funding ("DPA Funding"), a qualifying purchaser (a "Qualifying Purchaser") will need to (i) qualify for conventional financing; (ii) fund from unrestricted personal funds a down-payment in the maximum amount purchaser is capable of funding, but in no event not less than at least one and one-half percent (1.5%) of the home purchase price; and (iii) meet any other minimum criteria implemented by the fund administrator and approved by the County.

In no case may DPA Funding be less than three percent (3%) or more than ten percent (10%) of the total home purchase price. DPA Funding is not available for purchase of homes in Neighborhoods 7, 8, or 9.

A Qualifying Purchaser receiving DPA Funding shall enter into a zero interest, zero payment, non-recourse note and deed of trust in favor of CFSLO that will be subordinate to the primary loan as a "silent second" on the property, but shall not be subordinate to any other financing related to home.

The fund administrator shall establish an equity sharing program to be included in the DPA Funding note and deed of trust. The amount of equity sharing shall not exceed a rate of two percent (2%) of the DPA Funding amount per year of ownership, up to ten (10) years. In no event shall the amount due under the equity sharing program exceed more than twenty percent (20%) of the realized gain during the period of ownership.

In the event of a sale or a refinance of the property, then the DPA Funding shall be repaid to CFSLO in accordance with the note and deed of trust. If insufficient funds are available on sale to a bona fide third party after commercially reasonable marketing of the property, then CFSLO may permit a reduction in the repayment amount, including up to a full forgiveness of the note. CFSLO shall record a full satisfaction and release of the DPA Funding note and deed of trust upon satisfaction of the homeowner's repayment obligations.

Any funds repaid to CFSLO shall be used for future DPA Funding consistent with the terms hereof, except that such funds may be used to assist any first-time homebuyers with demonstrated need anywhere within the County.

EXHIBIT F

LOCAL PREFERENCE PROGRAMS

County and Land Owner agree that the implementation of this local preference program for the for-sale housing units initially developed within the Project will help increase the availability of these new residences to persons who live or work within the in South SLO County, which is defined to including the following zip codes: 93449, 93443, 93420, 93444, 93445, and 93401 (otherwise known as the boundaries of the Lucia Mar School District). Any potential purchaser that has documentation of current residency or employment within South SLO County shall be considered a "**Local Buyer**".

A. Local Buyer Program

Builders who construct the initial for-sale housing within each Specific Plan Planning Area (Neighborhood) within the Project (collectively, the "**Initial Home Builders**") are required to undertake commercially reasonable steps to market and promote the availability of for-sale housing within their Planning Area offered by such Initial Builder to Local Buyers for a period of a minimum of thirty (30) days prior to the initial general release of the residences within the applicable Planning Area for sale. As a result of this marketing program, the local preference housing program is intended to promote the access of Local Buyers to these new residences and to reduce the influence of out-of-area investors on housing choice and availability that would otherwise occur.

Local Buyers. Initial Marketing Period to Local Buyers. To the extent and so long as permitted by applicable law, Land Owner hereby agrees, for itself and the Initial Home Builders, that all new for sale residential units constructed by an Initial Builder within a Planning Area shall be marketed first to Local Buyers for a minimum period of thirty (30) days. In connection with the foregoing, each Initial Builder shall implement a marketing plan intended to accomplish the following goals and criteria:

- Advance marketing to Local Buyers, such as through local media, presentations to local groups, and other marketing efforts geared to potential Local Buyers, prior to the initial release of any for-sale residences constructed by such Initial Builder to the larger market. The advance marketing shall instruct potential Local Buyers how to register their names on the Local Buyer Preference List (defined below) for such Planning Area.

- Maintaining an on-going interest list composed of Local Buyers ("**Local Buyer Preference List**") who have expressed interest in the purchase of a new residence from the affected Initial Builder within its Planning Area. Each Initial Builder shall maintain a separate interest list for its Planning Area and shall add Local Buyers who subsequently express interest to the Initial Builder in purchasing within the applicable Planning Area to the Local Buyer Preference List for that Planning Area. Each of the Initial Home Builders also agree to add to its Local Buyer Preference List the names of additional Local Buyers that are provided by the County.

- At least thirty (30) days prior to the release of any for-sale residences constructed by such Initial Builder to the general public, the Initial Builder will contact all Local Buyers on the applicable Local Buyer Preference List regarding the pending release of such for-sale residences within the Planning Area. Local Buyers on the Local Buyer Preference List shall be informed of the projected release date of such residences to the general public.

- Following the expiration of the 30-day initial local marketing period, then, any residential units that are not under contract or reserved for purchase by a Local Buyer shall be available for purchase by any member of the public without further restriction or priority on a first come, first served basis.

- In addition to notifying Local Buyers on the Local Buyer Priority List, during such 30-day period, each Initial Builder will conduct affirmative outreach, including the use of local marketing channels to advertise the availability of the new residences, including use of such tools as direct mail, email, online and social media ads, radio, TV, promotional events, and outreach to local real estate agents, brokers, and realtors, and other standard, local commercial marketing tools, as applicable and appropriate. The Initial Home Builders agree that they will use commercially reasonable efforts to have all marketing tools used during such 30 day period will be limited in scope so that they are intended to target only Local Buyers. County agrees to assist with the coordination of local outreach as well upon request, including through the Chamber of Commerce and the County's economic development efforts, and thereby amplify the reach of the local marketing efforts of the Initial Home Builders.

- Each Initial Builder will also host at least two events during the thirty day period applicable to its Planning Area in order to promote the availability of its new residences to Local Buyers.

Nothing herein shall preclude the Initial Builders from taking all reasonable actions necessary to facilitate the sale of units within the Project on a timely basis as soon as they become available for purchase subject only to the requirement that such actions must not be inconsistent with the specific timing requirements of this Local Preference Program and applicable law. County and the Initial Builders acknowledge that the operation of the interest list and Local Preference Program have been structured to be compliant with and are intended to be compliant with applicable state and federal laws and such programs shall be subject thereto and to any limitations or restrictions upon such programs imposed by applicable law. The Initial Builders shall, upon request of the County from time to time, update the County on its implementation of the Local Preference Program.

B. Local Hire Program

County and Land Owner agree to implement a local hiring program to facilitate the hiring of those local contractors, employees, and tradespeople that have a place of business located within the County or the northern portion of Santa Barbara County who Land Owner or another entity that undertakes initial construction a building within the Project (the "**Initial Builders**")

determine have the necessary qualifications and who are selected on a competitive bid basis ("**Local Workers**").

The first Initial Builder to commence development within the Project shall be required to establish and implement a reasonable methodology, subject to County's reasonable approval, for identifying and facilitating the use of Local Workers on the construction of their portion of the Project. The details of the initial standard program targeting Local Workers will be subject to approval by Land Owner and County prior to issuance of the first grading permit for the Property. The Initial Builder shall also provide a copy of the initial program to County Counsel by mail and email. County shall respond in writing to any submission by the Initial Builder concerning the terms of the standard Local Worker program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request. The Initial Builders will be required to include confirmation of compliance with the Local Worker program requirements for the prior year as a part of their annual reporting required under the Development Agreement during their construction within the Project. The Local Worker program shall include provisions intended to inform Local Workers, local contractors' associations, and other similar local organizations of tradespeople about the contracting and employment opportunities at the Project prior to the commencement of that work. Each Initial Builder shall either implement the standard program which has been preapproved by the County, or it may elect to craft an alternative Local Worker program, tailored to the Initial Builder's portion of the Project, with such alternative program subject to approval by the County before issuance of the first building permit to that Initial Builder with respect to the applicable Neighborhood. Each Initial Builder so using one shall also provide a copy of the alternative program to County Counsel by mail and email. County shall respond in writing to any such Initial Builder request for modification to the standard program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request.

C. General Provisions Related to Local Preference Programs

City and Land Owner acknowledge that these Local Preference Programs will accomplish several important objectives, including: 1) ensure that the increased housing generated by this development of the Property will allow Local Buyers to reduce their commuting distances, reducing the County's greenhouse gas emissions, improving local traffic and air quality, and contributing to a better quality of life for the community; 2) reduce competition from investors outside of the community in the initial offering and sales of these new residences to Local Buyers during the Initial Local Marketing Period; and 3) provide Local Buyers with an enhanced opportunity to contract for and build the new residences and other improvements contemplated for the Property, with resulting benefit to the surrounding community's economy by adding new local jobs and economic opportunities in addition to the increased housing stock.

The only party with the right to monitor and enforce these Local Preference Programs is the County and the County's sole remedy for an alleged violation of this provision shall be injunctive relief; provided that, in no event, shall any pending sale to an innocent third party purchaser be enjoined or delayed based upon a claimed violation of the Local Preference Program or any challenge to the Local Preference Program, and any remedy for a violation of the

Recording Fees Exempt Pursuant to
Government Code § 27383

Recording Requested By And
When Recorded Mail to:

County of San Luis Obispo
c/o Clerk of the Board
1055 Monterey Street
San Luis Obispo, California 93408

APNs: 091-301-073, 091-301-031, 091-301-029

04/24/2024, Item No. 28

DEVELOPMENT AGREEMENT
BY AND BETWEEN

THE COUNTY OF SAN LUIS OBISPO

AND

NKT DEVELOPMENT, LLC

RELATING TO
THE DANA RESERVE PROJECT

(The "DANA RESERVE DEVELOPMENT AGREEMENT")

As Adopted by the San Luis Obispo County Board of Supervisors
on April 24, 2024 by Ordinance No. 3511

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DEVELOPMENT AGREEMENT
BY AND BETWEEN THE COUNTY OF SAN LUIS OBISPO AND NKT DEVELOPMENT, LLC RELATING TO THE DANA RESERVE

THIS DEVELOPMENT AGREEMENT is entered into this 24th day of April, 2024 ("**Execution Date**"), by and between the COUNTY OF SAN LUIS OBISPO, a municipal corporation ("**County**"), and NKT Development, LLC, a California limited liability company ("**Land Owner**"), hereinafter referred to in this Development Agreement individually as a **"Party"** and collectively as the "**Parties**."

RECITALS AND DEFINITIONS

A. The "**Project,**" as referenced in this Development Agreement, consists of the development of housing, commercial, park, and open space uses located within the Dana Reserve Specific Plan Area, as further described in Section 2.01 below. The **"Property,"** as referenced in this Development Agreement, consists of approximately 288 acres of land designated for development under the Dana Reserve Specific Plan ("**DRSP**"). The Property is depicted on **Exhibit A** and legally described on **Exhibit B**, both attached hereto and incorporated herein by this reference.

B. Land Owner represents and warrants to County that as of the Execution Date, Land Owner owns or otherwise has legal interest in the Property.

C. County and Land Owner have engaged in a cooperative and successful relationship to establish a specific plan for the future of the DRSP Area. These efforts culminated in the County's adoption and approval of the following entitlements:

(1) The Final Environmental Impact Report and associated Mitigation Monitoring and Reporting Plan (including all mitigation measures therein) for the Project certified and adopted, respectively, by Resolution No. 2024-109, on April 24, 2024, as further identified in Recital D, below.

(2) An amendment to the General Plan (Resolution No. 2024-108), adopted on April 24, 2024.

(3) The DRSP adopted by Resolution No. 2024-108, adopted on April 24, 2024.

(4) The County's Zoning Ordinance, Title 22, as amended by Ordinance No. 3509, adopted April 24, 2024.

(5) The Vesting Tentative Map # 3159 approved on April 24, 2024.

(6) Conditional Use Permit (CUP) No. SUB2020-0047 for Oak Tree Removal and Grading/Impervious Surfaces.

(7) Ordinance No. 3511 dated April 24, 2024 adopting this Development Agreement (the "**Adopting Ordinance**").

(8) The County's Growth Management Ordinance, Title 26, as amended by Ordinance No. 3510, adopted on April 24, 2024.

(9) The conditions of approval of each of the foregoing.

These approvals are collectively referred to herein as the Project Approvals (as further defined in Section 2.02).

D. Before approving the Project Approvals, the Board of Supervisors of the County of San Luis Obispo: (i) reviewed and considered the significant environmental impacts of the Project and several alternatives to the Project, as described in that certain Final Environmental Impact Report (the **"Project EIR"**) and (ii) adopted Resolution No. 2024-109 on April 24, 2024 to certify the Project EIR, making Findings Concerning Mitigation Measures and Alternatives (the **"Findings"**), adopting a Statement of Overriding Considerations, and adopting a Mitigation Monitoring and Reporting Plan (the **"MMRP"**), all in accordance with the provisions of the California Environmental Quality Act, California Public Resources Code section 21000 et seq. ("**CEQA**").

E. A principal purpose of this Development Agreement is to further the cooperative relationship between County and Land Owner for the benefit of the County and the residents of the County during the implementation of the DRSP. The County and Land Owner join as Parties to this Development Agreement to ensure the requirements of the Development Agreement statute (California Government Code section 65864 et. seq.) are satisfied. As more fully set forth below, this Development Agreement contains covenants and/or servitudes that run with the title to the Property.

F. The Parties intend this Development Agreement to achieve the following purposes:

(1) that once this Development Agreement has taken legal effect, Land Owner shall have a full and vested right, throughout the term of this Development Agreement, to the Rights and Obligations, as further defined in Recital G, as to the Property;

(2) to reduce the uncertainty in planning and implementation of the Project and to secure the orderly development thereof, ensure a desirable and functional community environment, provide effective and efficient development of public facilities, infrastructure and services appropriate for the development of the Project, ensure maximum effective utilization of resources within the County, and provide other significant benefits to the County and its residents, which such Community Benefits are described in **Exhibit C**, attached hereto;

(3) to be consistent with and to implement the County's General Plan, the DRSP and, more particularly, to achieve the community's development objectives for the Property; and

(4) to provide new residences to help satisfy the County's housing obligations under State Law.

The Rights and Obligations of the Parties to this Development Agreement shall be construed and interpreted so as to give full effect to each and all of these purposes.

G. As used in this Development Agreement, "**Rights**" shall mean all of the vested and other rights and benefits of this Development Agreement, and the term "**Obligations**" shall mean all of the duties, obligations, responsibilities and other burdens of this Development Agreement.

H. References to lot numbers in this Development Agreement refer to lots as numbered in Vesting Tentative Tract Map. No. 3159 dated July 18, 2023.

I. As used in this Development Agreement, the terms, phrases and words shall have the meanings and be interpreted as set forth in this Development Agreement (the meaning given the term in the singular shall include the term in the plural and vice versa) unless the context clearly indicates the Parties intended another meaning. To the extent any capitalized terms contained in this Development Agreement are not defined within it, then such terms shall have the meaning ascribed to them in Applicable Law or, if no meaning is given a term in such sources, the most common understanding of the term, in light of the terms and conditions of this Development Agreement, shall control.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth in this Development Agreement, the Parties hereby agree as follows:

ARTICLE 1. GENERALLY Section 1.01. Land Owner. As used herein, "**Land Owner**" means NKT Development, LLC, a California limited liability company, any affiliated entity, or any permitted successor, assign, or transferee.

Section 1.02. Effective, Vesting and Vesting Dates. This Development Agreement is entered into by and between the County and Land Owner and takes legal effect on the date that it is signed by the later of them to do so (the "**Effective Date**"), although the rights and obligations of this Agreement with respect to the development of the Site shall become effective on April 24, 2024, the date that Ordinance No. 3511 approving this Development Agreement takes legal effect (the "**Vesting Date**"). The terms and conditions of this Development Agreement shall be for the benefit of or a burden upon the Property, shall run with title to the Property, and shall be binding upon Land Owner and its successors, assigns and transferees during their respective ownerships of any portion of the Property from and after the later of those two dates.

Section 1.03. Term.

Section 1.03.1. In General.

(a) Although this Agreement shall legally bind the Parties upon the Effective Date, the term of this Development Agreement shall commence upon the Vesting Date defined in section

1.02 above and shall continue until, and terminate upon, the earliest of the following dates ("**Termination Date**"):

(1) 12:01 a.m. on the 20th anniversary of the Vesting Date (the "**Initial Termination Date**"), unless Land Owner requests, and the County Board of Supervisors approves, an extension of the Term for an additional 10-year period, in which case the Termination Date shall be 12:01 on the 30th anniversary of the Vesting Date. Such request for an extension shall be submitted, in writing, to the County Administrator at least 60 days, but no earlier than 180 days, before the Initial Termination Date. The County may deny the request for an extension if Land Owner is not in substantial compliance with all of its Obligations under this Development Agreement. Any disputes regarding or relating to any extensions under this Section shall be resolved in accordance with Article 12 hereof.

(2) This Development Agreement may be terminated with respect to property included in a recorded final subdivision map creating residential lots on any portion of the Property, provided that no further on-site or off-site infrastructure is required and no conditions or mitigation measures remain to be satisfied before building permits may issue for the development of those lots. Concurrently with or following recordation of such a subdivision map as to any portion of the Property, Land Owner may request in writing, and the Director of the Department of Planning and Building (the "**Planning Director**") shall be authorized to execute and shall not unreasonably withhold, a certificate of termination of this Agreement in recordable form solely as to the property included in such a final recorded map; provided that no such certificate need issue if Obligations to the County under this Development Agreement remain unfulfilled which are not made conditions of approval of the subdivision map. Upon the Planning Director's recordation of such a certificate, this Development Agreement shall terminate as to the land covered by such final map. If Land Owner does not request or the Planning Director does not issue such a certificate, this Development Agreement shall continue to apply to any lot depicted on such a subdivision map until this Development Agreement otherwise expires or terminates according to its terms. Notwithstanding the foregoing, this Development Agreement shall automatically terminate with respect to any lot intended for residential development upon final certificate of occupancy or sign-off of the building permit for a residential structure on such lot.

(b) This Development Agreement shall be of no further force, effect or operation upon the Termination Date. Subject to the provisions of Section 6.05 below, in no event shall the expiration or termination of this Development Agreement result in expiration or termination of any Project Approval without further action of County.

Section 1.04. Execution and Recordation of Agreement.

Section 1.04.1. Execution and Recordation. Land Owner shall execute this Development Agreement in conformance with Section 12.15 below within five business days following the adoption of the Adopting Ordinance referenced in Recital C above. Provided Land Owner has so executed this Agreement, County shall execute this Agreement, in conformance

with Section 12.15 of this Agreement, within five business days of Land Owner's execution of this Development Agreement.

Section 1.04.2. Recordation. County shall deliver this Agreement to the County Recorder for recordation within 10 days following its execution.

ARTICLE 2. DESCRIPTION OF THE PROJECT Section 2.01. In General. As used herein, "**Project**" means the development of the Property as described in the Project Approvals (defined in Section 2.02 below), including all on-site and off-site "Project Facilities and Infrastructure" (defined in Section 13.01.1 below). The Project contemplates the development of the approximately 288-acre Property with up to approximately 1,370 residential units, up to approximately 152 accessory dwelling units, up to approximately 203,000 square feet of commercial uses, including an up to approximately 60,000-sf hotel and an approximately 30,000-sf educational/training facility, as well as up to approximately 61.94 acres of active and passive open space areas.

Section 2.02. Project Approvals. As used herein, "**Project Approvals**" include, but are not limited to:

(i) those provisions of County's General Plan that relate to or affect the Property, as the General Plan existed on the Vesting Date and as it may be amended from time to time consistent with this Development Agreement (the "**General Plan**");

(ii) those provisions of the DRSP that relate to or affect the Property, as the DRSP existed on the Vesting Date and as it may be amended from time to time consistent with this Development Agreement;

(iii) the zoning of the Property, as it existed on the Vesting Date and as it may be amended from time to time consistent with this Development Agreement thereafter (the "**Zoning**"); and

(iv) the other entitlements listed in Recital C above;

provided, however, that "**Project Approvals**" shall not mean or include amendments to the General Plan, DRSP or Zoning of the Property that conflict with the Project Approvals as they existed on the Vesting Date, unless Land Owner consents in writing to such conflicting amendments.

Section 2.03. Subsequent Approvals. As used herein, "**Subsequent Approvals**" are those permits and approvals (other than the Project Approvals and amendments thereto) necessary or desirable for the development of the Project including, without limitation, those identified in Section 2.04 below.

Section 2.04. Subsequent Approval Documents. The Subsequent Approvals defined in Section 2.03 above include, but are not limited to:

(i) subdivision maps (including phased final maps) and related or similar approvals issued under the California Subdivision Map Act;

(ii) development permits (including Site Plan Reviews and Conditional Use Permits as described in the DRSP);

(iii) design review approvals (as described in the DRSP);

(iv) any other discretionary or ministerial permits or approvals of County necessary or appropriate for build-out of the Project and Property; and

(v) any amendments to any of the foregoing necessary or appropriate for the development of the Project.

Section 2.05. Processing Subsequent Approvals.

Section 2.05.01. Processing of Subsequent Approvals. County will accept, make completeness determinations, and process, promptly and diligently to completion, all applications for Subsequent Approvals for the Project in accordance with the terms of this Development Agreement and Applicable Law.

Section 2.05.02. Scope of Review of Subsequent Approvals. By approving the Project Approvals, County has made a final policy decision that the Project will be beneficial to the County and its residents through the creation of needed housing and the construction of public improvements and facilities. Accordingly, County shall not use its authority in considering any application for a discretionary Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise to prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed to be tools to implement those final policy decisions. The scope of the review of applications for Subsequent Approvals shall be limited to a review of substantial conformity with the Applicable Law and Rights vested hereunder (the "**Vested Elements**") (except as otherwise provided by Sections 4.02 through 4.04), and compliance with CEQA and other Applicable Law. Where such conformity/compliance exists, County shall not deny an application for a Subsequent Approval for the Project, except as necessary to comply with Applicable Law.

Section 2.05.03. Conditions of Subsequent Approvals. County shall have the right to impose reasonable conditions upon Subsequent Approvals including, without limitation, normal and customary dedications for rights of way or easements for public access, utilities, water, sewers, and drainage necessary for the Project; provided, however, such conditions and dedications shall not be inconsistent with the Applicable Law or Project Approvals, nor inconsistent with the development of the Project as contemplated by this Agreement except to the extent required by Applicable Law. Land Owner may protest any conditions, dedications or fees while continuing to develop the Property. Such a protest by Land Owner shall not delay or stop the issuance of building permits or certificates of occupancy for any aspect of the Project not related to the condition protested. No conditions imposed on Subsequent Approvals shall require dedications or reservations for, or construction or funding of, public infrastructure or public improvements beyond those already included in the DRSP and the MMRP except to the extent required by CEQA.

Section 2.06. Approvals. Project Approvals, amendments to Project Approvals, and Subsequent Approvals are sometimes referred to in this Development Agreement collectively as the "**Approvals**" and each individually as an "**Approval**."

ARTICLE 3. DEVELOPMENT OF PROJECT IN GENERAL Section 3.01. Consideration to Land Owner. The Parties acknowledge and agree that County's agreement to perform and abide by the Rights and Obligations of County set forth herein is material consideration for Land Owner's agreement to perform and abide by the Rights and Obligations of Land Owner set forth herein.

Section 3.02. Consideration to County. The Parties acknowledge and agree that Land Owner's agreement to perform and abide by the Rights and Obligations of Land Owner set forth herein is material consideration for County's agreement to perform and abide by the Rights and Obligations of County set forth herein.

Section 3.03. Rights of Land Owner Generally. Land Owner shall have a fully vested right to develop the Project and to use the Property consistently with this Development Agreement and Applicable Law.

Section 3.04. Rights of County Generally. County shall have a right to regulate development of the Project and use of the Property consistently with this Development Agreement and Applicable Law.

Section 3.05. Project Parameters. The permitted uses of the Property, the density and intensity of use of the Property, including the maximum height and approximate size of buildings included in the Project, shall be as set forth herein and in the Project Approvals.

Section 3.06. Mutual Cooperation for Other Governmental Permits. County and Land Owner, as appropriate, shall each be responsible to apply to the respective governmental or quasi-governmental agencies for necessary permits and approvals for development and use of the Property (e.g., agencies having jurisdiction over water supply; wastewater treatment, reuse and disposal; access to the Property; wetlands-related and other biological issues). County and Land Owner shall each take any and all actions as may be necessary or appropriate to process successfully such permits and approvals, provided such permits and approvals are consistent with the DRSP and agreed by the County and Land Owner to be reasonably necessary or desirable for the construction, maintenance or operation of the Project.

Section 3.07. Timing of Development.

Section 3.07.1. Timing Requirements.

(a) Land Owner shall be obligated to comply with the terms and conditions of the Project Approvals, the DRSP, and this Development Agreement when specified in each. The Parties acknowledge that the rate at which the Project will develop depends upon numerous factors and market conditions that are not entirely within Land Owner's or the County's control. The Parties wish to avoid the result of *Pardee Construction Co. v. County of Camarillo*, 37 Cal.3d 465 (1984), where the failure of the parties there to expressly provide for the timing of development resulted in the court's determination that a later-adopted initiative restricting the timing of development prevailed over the parties' agreement. Accordingly, the Parties acknowledge that Land Owner shall have the right to develop the Project at

such time Land Owner deems appropriate in the exercise of its subjective business judgment except as provided in subsections (b), below.

(b) Land Owner may proceed with the development of any portion of the Project consistent with the Project Approvals, or make any financial commitment associated with any such development when, in Land Owner's sole and absolute discretion, Land Owner determines it is in Land Owner's best financial or other interest to do so. The foregoing sentence shall not, however, limit any obligation of Land Owner under this Development Agreement with respect to any development activities that Land Owner chooses to undertake hereunder, nor shall anything herein be interpreted to relieve Land Owner from compliance with any condition of approval, environmental mitigation compliance measure or other applicable regulatory requirement under Applicable Law.

(c) Annexation into NCSD Required. The Parties acknowledge and agree that approval by the San Luis Obispo County Local Agency Formation Commission ("**LAFCO**") of the annexation of the Property into the Nipomo Community Services District ("**NCSD**") is necessary for development of the Project. No building permits shall issue for any habitable structures within the Project until LAFCO has approved annexation of the Property into the NCSD.

Section 3.07.2. Timing of Collector A Improvements. The Parties acknowledge and agree that the County has planned for the installation of a frontage road west of Highway 101 as part of its Capital Improvement Program and as a component of County's Transportation Development Impact Fee. Collector A was located and designed to meet the County's frontage road requirements. Regardless of whether or when the Project is developed, it is anticipated that the frontage road will be constructed as and when determined appropriate by the County, in its sole discretion, in accordance with the County's Capital Improvement Program. In the event that Land Owner has commenced site preparation and grading work for the Project prior to County's commencement of construction of Collector A, then the Land Owner will deliver and dedicate in a graded condition the right of way for Collector A to the County. In conjunction with such grading activities, Land Owner may install future subterranean utilities and utility conduits in manner and locations reasonably approved by the County. Thereafter, the County may construct the Collector A improvements in accordance with its Capital Improvement Program. In the event that Land Owner has not commenced site preparation and grading work for the Project at the time that the County elects to commence construction of Collector A, then Land Owner shall dedicate sufficient land for County to construct Collector A. Following completion of the Collector A improvements, any future modifications to the Collector A improvements by Land Owner shall require issuance of an encroachment permit by the County in accordance County's normal practice.

Section 3.08. Miscellaneous.

Section 3.08.01. Covenants, Conditions, and Restrictions (CC&Rs). CC&Rs for each subdivision within the Property shall state substantially the following: "This project is within the boundaries of the DRSP and, as such, is subject to design guidelines and development standards incorporated into the DRSP and the DRSP Design Guidelines, both on file with the Department of Planning and Building of the County of San Luis Obispo." Before the County approves a Final

Subdivision Map or issues a building permit for a land use that does not require a map, the CC&R disclosure statement referenced above shall be provided to County Counsel for review and approval.

Section 3.08.03. Public Utilities Easements. All land subject to public utilities easements (PUEs); public water, sewer, or storm drain easements; and public access easements shall be open and accessible to the County at all times.

Section 3.08.03. Model Homes. Prior to recordation of any final map, County agrees to issue building permits and occupancy certificates for the construction of model homes (and related model home complex structures) that will be used by Land Owner for the purpose of promoting sales of single-family residential units within the Project; provided, however, in no event shall County be required to issue more than six (6) building permits for the construction of model homes in each of neighborhoods 1 through 9, and in no event shall Land Owner be permitted to sell or transfer any model home until a Final Map has been recorded on that portion of the Project where the model home is located.

ARTICLE 4. APPLICABLE LAW

Section 4.01. In General.

Section 4.01.1. Applicable Law Defined. Except as the Parties may otherwise agree in writing, the rules, regulations and official policies applicable to the Project and the Property during the Term of this Development Agreement shall be those set forth in this Development Agreement and, except as otherwise set forth herein, the rules, regulations and official policies of County (including the plans, municipal codes, ordinances, resolutions and other local laws, regulations, capital facilities fees and policies of County) in force and effect on the Vesting Date as well as state and federal law applicable to the Project (collectively, "**Applicable Law**").

Section 4.01.2. Approvals as Applicable Law. Applicable Law shall include, without limitation, Approvals as they may be issued from time to time consistently with this Agreement.

Section 4.02. Application of Other County Laws.

Section 4.02.1. No Conflicting County Laws.

(a) County may apply to the Project and the Property any rule, regulation or official policy of County (including any plan, municipal code, ordinance, resolution or other local law, regulation, capital facility fee or policy of County) (each a "**County Law**") that does not conflict with Applicable Law or this Agreement. County shall not, however, without the written consent of Land Owner apply to the Project or the Property (whether by initiative, referendum, imposition of mitigation measures under CEQA or otherwise) any County Law that conflicts with Applicable Law or this Agreement.

(b) Any changes by the County to the General Plan or any Specific Plan, Zoning Ordinance, or other rules, regulations, ordinances, or policies of the County (whether adopted by ordinance, initiative, referendum, resolution, policy, order, or other means) (collectively "**Future Rules**") that are not in conflict with the Vested Elements shall apply to the Project. For purposes of this Section, "in conflict" means Future Rules would (i) alter the Vested Elements, or (ii) significantly frustrate the intent or purpose of the Vested Elements, or (iii) materially increase (e.g., by an amount more than 10%) the cost of performance of, or preclude compliance with, any provision of the Vested Elements, or (iv) significantly delay development of the Project, or (v) limit or restrict the availability of public utilities, services, infrastructure or facilities (for example, without limitation, water rights, water connection or sewage capacity rights, sewer connections, etc.) to the Project, or (vi) impose limits or controls in the rate, timing, phasing or sequencing of development of the Project beyond those existing on the Vesting Date, or (vii) increase or adopt new impact fees levied against the Project, except as provided in this Development Agreement, or (viii) limit or control the location of buildings, structures, grading, or other improvements of the Project inconsistently with or more restrictive than the Project Approvals; or (ix) apply to the Project any Future Rule otherwise allowed by this Agreement that is not uniformly applicable to all substantially similar development projects and project sites in the County; (x) require the issuance of additional permits or approvals by the County other than those required by Applicable Law; or (xi) establish, enact, increase, or impose against the Project or Property any fees, assessments, or other monetary obligations other than those specifically permitted by this Agreement; (xii) impose against the Project any condition, dedication or other exaction not specifically authorized by Applicable Law; or (xiii) limit the processing or procuring of applications and approvals of Subsequent Approvals. To the extent that Future Rules conflict with the Vested Elements, the Future Rules shall not apply to the Project, except as provided in this Section.

To the maximum extent permitted by law, County shall prevent any Future Rules from invalidating or prevailing over all or any part of this Agreement, and County shall cooperate with Land Owner and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. Land Owner reserves the right to challenge in court any Future Rule that would conflict with the Vested Elements or this Agreement or reduce the development rights provided by this Agreement.

A Future Rule that conflicts with the Vested Elements shall nonetheless apply to the Property if, and only if: (i) consented to in writing by Land Owner; (ii) it is determined by County and evidenced through findings adopted by the Board of Supervisors that the change or provision is reasonably required to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law as set forth in Section 4.04 below; (iv) it consists of revisions to, or new Uniform Codes permitted by Section 4.03; or (v) it is otherwise permitted by this Development Agreement.

Prior to the Vesting Date, the Parties shall have prepared two sets of the Project Approvals and Applicable Law (exclusive of state and federal law), one for County and one for Land Owner. If it becomes necessary in the future to refer to any of the Project Approvals or Applicable Law, the contents of these sets are presumed for all purposes of this Development Agreement, absent clear clerical error or similar mistake, to constitute the Project Approvals and Applicable Law.

(c) Except as provided in the project phasing plan, which will be incorporated into the County's Growth Management Ordinance, no County-imposed moratorium or other limitation (whether relating to the rate, timing, or sequencing of the development or construction of all or any part of the Project, whether imposed by ordinance, initiative, resolution, policy, order, or otherwise, and whether enacted by the Board of Supervisors, an agency of County, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued, or granted within County, or portions of County, following the approval of the DRSP, shall apply to the Project to the extent such moratorium or other limitation is in conflict with this Development Agreement; provided, however, the provisions of this subsection shall not affect County's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations, including without limitation County action to impose a moratorium on water or sewer service connections required by Applicable Law and as necessary to protect the public health, safety, and welfare.

(d) If County attempts to apply to the Project a County Law which Land Owner believes to conflict with Applicable Law or this Agreement, Land Owner shall give County written notice describing the legal and factual basis for Land Owner's position. The Parties shall meet and confer within 30 days of County's receipt of that notice to seek to resolve any disagreement. If no mutually acceptable solution can be reached, either Party may take such action as may be permitted under Article 9 below.

Section 4.03. Uniform Codes and Standard Specifications.

(a) Nothing herein shall prevent County from applying to the Project standards contained in local modifications to the California Building Code, provided:

(1) That the provisions of any such local modifications to the California Building Code shall apply to the Project only to the extent that such code is in effect on a County-wide basis and required (i) to comply with State or Federal Law, or (ii) to avoid a specific, adverse impact upon the public health or safety. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the building permit for a specific improvement were submitted to the County for approval; and

(2) With respect to those portions of any such uniform code that have been adopted by County without amendment, that the provisions of any such uniform code shall be interpreted and applied consistently with the generally prevailing interpretation and application of such code in California.

(b) Notwithstanding anything to the contrary contained herein, public improvements shall be constructed in accordance with the applicable public works standard specifications from the agency for which the improvements are being installed (e.g., County or the NCSD in effect at the time that such improvements are constructed.

Section 4.04. State and Federal Law.

(a) Nothing herein shall prevent County from applying to the Project or the Property any change in County Law required by: (a) state or federal law; or (b) any governmental agency that, due to the operation of state law (and not the act of County through a memorandum of understanding, joint exercise of powers or other agreement entered into after the Vesting Date), has binding legal authority over County.

(b) If the application of such changes prevents or precludes performance of one or more provisions of this Agreement, County and Land Owner shall take any and all such actions as may be necessary or appropriate to ensure the provisions of this Development Agreement are implemented to the maximum extent practicable.

Section 4.05. Expansion of Development Rights. If any Future Rule or State or Federal law expands, extends, enlarges or broadens Land Owner's rights to develop the Project, then, (a) if such law is mandatory, the provisions of this Development Agreement shall be modified as may be necessary to comply or conform with such new law, and (b) if such law is permissive, the provisions of this Development Agreement shall be modified, upon the mutual agreement of Land Owner and County, as may be necessary to comply or conform with such new law. Immediately after enactment of any such new law, upon Land Owner's request, the Parties shall meet and confer in good faith for a period not exceeding 60 days (unless such period is extended by mutual written consent of the Parties) to prepare such modification. Land Owner shall have the right to challenge County's refusal to apply any new law mandating expansion of Land Owner's rights under this Development Agreement pursuant to Article 9 of this Development Agreement, and if such challenge is successful, this Development Agreement shall be modified to comply with, or conform to, the new law.

ARTICLE 5. CONSIDERATION OF PERMITS AND APPROVALS Section 5.01. Review and Action Generally. Upon Land Owner's submission of any complete application for an Approval together with any fees required by County in accordance with Applicable Law, County shall use its best efforts to commence and complete promptly and diligently all steps necessary to act on the application. Land Owner shall promptly provide to County all information reasonably requested by County for its consideration of any such application.

Section 5.02. Applicable Law. Except as otherwise specifically provided in this Article 5, all applications for Approvals submitted by Land Owner shall be considered by County in accordance with Applicable Law. To the extent Land Owner applies for an approval that would have the effect of amending a component of Applicable Law as defined in Section 4.01.1, the aspect of Applicable Law to be amended shall not apply to the County's consideration of the application for such request.

Section 5.03. General Plan and DRSP Amendments. The Parties anticipate that Land Owner may request amendments to the General Plan or the DRSP to respond to changing circumstances and conditions. County is not obligated to approve any such application and may, in the exercise of its legislative discretion, approve, deny or propose conditions or modifications thereto, including conditions or modifications that might otherwise be prohibited by the vested rights provided by this Development Agreement. Land Owner shall be afforded a reasonable opportunity to review any such proposed conditions and modifications and to withdraw its application for a General Plan amendment or Specific Plan amendment (in which case neither Land Owner's proposed amendments nor the County's proposed modifications shall become effective).

Section 5.04. MMRP Application. When conducting an environmental review of any application for an Approval, County shall review the MMRP to determine if any mitigation measure contained in the MMRP as to the portion of the Property subject to this Development Agreement should be incorporated into the design of, or made a condition of approval of, such Approval.

Section 5.05. Life of Approvals. Any Approval issued by County, including any Tentative Tract Maps, shall continue in effect without expiration until the later of: (i) the expiration or earlier termination of this Development Agreement, including any extensions granted in accordance with this Development Agreement, or (ii) the date upon which such Approval would otherwise expire under California law.

Section 5.06. Vesting Maps. The ordinances, standards and policies applicable to any vesting tentative map, vesting parcel map, vesting subdivision map or any other type of vesting map ("**Vesting Map**") under California Government Code section 66474.2, and the ordinances, policies and standards vested under any Vesting Map pursuant to California Government Code section 66498.1(b) shall be those established as Applicable Law under this Agreement. If this Development Agreement terminates before the expiration of any Vesting Map or the vested rights provided thereby, such termination of this Development Agreement shall not affect Land Owner's right to proceed with development under such Vesting Map in accordance with the ordinances, policies and standards so vested under the Vesting Map. In accordance with California

Government Code section 66456.1, Land Owner and the County have concurred that multiple final maps may be filed.

ARTICLE 6. AMENDMENTS Section 6.01. In General. This Development Agreement may be amended from time to time only upon the mutual written consent of County and Land Owner and in compliance with the County's zoning ordinance; provided, however, that in connection with the transfer of any portion of Land Owner's Rights and/or Obligations under this Development Agreement to another person, entity, or organization pursuant to Article 10 below, Land Owner, such transferee and County may agree that the signature of such transferee may thereafter only be required to amend this Development Agreement insofar as such amendment would materially alter the Rights and/or Obligations of such transferee. In no event shall the signature or consent of any "Non-Assuming Transferee" (as defined in Section 10.03 below) be required to amend this Development Agreement.

Section 6.02. Future Approvals Do Not Require Amendments to Agreement. Except as the Parties may otherwise agree, no amendment of this Development Agreement shall be required in connection with the issuance of any Approval or an amendment to the MMRP. Any Approval issued after the Vesting Date as to a portion of the Property shall be incorporated automatically into this Development Agreement and vested hereby. Unless otherwise permitted by this Development Agreement, however, County shall not amend or issue any Approval unless Land Owner requests such an amendment or Approval.

Section 6.03. Operating Memoranda. The provisions of this Development Agreement require a close degree of cooperation between County and Land Owner. The Parties acknowledge that clarifications may be necessary with respect to the details of performance of County and Land Owner. If and when, from time to time during the term of this Development Agreement, the Parties agree that such clarifications are necessary and appropriate, the Parties shall effectuate such clarifications through operating memoranda, approved in writing by each of them, which, after execution, shall be attached hereto as addenda and become a part hereof. No such operating memoranda shall constitute an amendment to this Development Agreement requiring public notice or hearing. The County Administrator, in consultation with the County Counsel, shall make the determination on behalf of County whether a requested clarification may be effectuated pursuant to this Section 6.03 or whether the requested clarification is of such a character as to constitute an amendment hereof pursuant to Section 6.01 above. The County Administrator shall be authorized to execute any operating memoranda hereunder on behalf of County.

Section 6.04. Administrative Amendments. Upon the request of Land Owner for an amendment or modification of any Project Approval, the Planning Director or his/her designee shall determine: (a) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Development Agreement and the Applicable Law. If the Planning Director or his/her designee finds that the requested amendment or modification is both minor and substantially conforms to the material terms of this Development Agreement and the Applicable Law, the amendment or modification shall be determined to be an "**Administrative Amendment**," and the Planning Director or his/her designee may approve the Administrative Amendment without public notice or a public hearing.

ARTICLE 7. ANNUAL REVIEW Section 7.01. In General. The Planning Director shall annually and concurrently conduct: (i) the MMRP Evaluation as set forth in Section 8.01; and (ii) the Development Agreement Review as set forth in Section 8.04 (collectively, the "**Annual Review**"). With respect to the MMRP Evaluation, if the Planning Director determines that mitigation measures adopted by County in connection with its approval of the DRSP and the Zoning are not being implemented as set forth in the MMRP, he or she shall take any appropriate remedial action as described in Section 9 below. Further, the Planning Director shall incorporate the results of the MMRP Evaluation into the review of any applications for Approvals submitted thereafter.

Section 7.02. Other Investigations and Evaluations. County may from time to time, whether or not as a part of an Annual Review, investigate or evaluate any matter that is properly the subject of an Annual Review.

ARTICLE 8. MMRP EVALUATION AND DEVELOPMENT AGREEMENT REVIEW Section 8.01. MMRP Evaluation. During its Annual Review, County shall conduct the MMRP Evaluation by evaluating whether the mitigation measures the County adopted upon its approval of the EIR are being implemented as to the Property as set forth in the MMRP.

Section 8.02. MMRP Implementation. As set forth in the MMRP, County shall consider in connection with any application for an Approval the extent to which mitigation measures described in the MMRP should be incorporated into the design of the project under consideration or made conditions of the approval of the project. During an MMRP Evaluation, the County shall evaluate its overall success over the previous year in implementing such mitigation measures and consider any additional steps that may be appropriate to ensure, as Approvals are considered over the following year, successful implementation of such mitigation measures (including, in particular, mitigation measures that are the responsibility of County or other agencies with regulatory authority over the Project).

Section 8.03. Enforcement. Land Owner shall be responsible only for those mitigation measures the County requires to be incorporated into the design of the Project, including those that are made conditions of any Approval. Failure to comply with any such design requirement or any condition of approval shall be enforced in any manner authorized by Applicable Law.

Section 8.04. Development Agreement Review. The Planning Director shall review this Development Agreement annually to ascertain Land Owner's good faith compliance as to the Property (the "**Development Agreement Review**"). The Development Agreement Review shall be conducted concurrently with the MMRP Evaluation as part of the Annual Review pursuant to Article 9. In connection with the Development Agreement Review, Land Owner shall provide information reasonably requested by County.

Section 8.05. Director's Findings of Compliance. If the Planning Director finds good faith compliance by Land Owner with this Agreement, the Planning Director shall issue a "Finding of Development Agreement Compliance," which shall be in recordable form and may be recorded by Land Owner or any "Mortgagee" (as defined in Section 11.01 below). Issuance of a Finding of Development Agreement Compliance and expiration of the appeal period specified below without appeal, or confirmation by the Board of Supervisors of the issuance of the Finding of Development

Agreement Compliance upon such appeal, shall finally determine the Development Agreement Review for the applicable period.

Section 8.06. Finding of Development Agreement Noncompliance. If the Planning Director finds that Land Owner and/or a Transferee has not complied in good faith with this Agreement, the Planning Director shall proceed as specified in Article 9, below.

ARTICLE 9. DEFAULT, REMEDIES, TERMINATION OF DEVELOPMENT AGREEMENT

Section 9.01. Notice and Cure.

(a) Any failure by a Party to perform any term or provision of this Development Agreement, which failure continues uncured for 60 days following written notice of such failure from the other Party (unless such period is extended by written mutual consent), shall constitute a default under this Agreement. Any such notice shall specify the nature of the alleged failure and, where appropriate, how such alleged failure may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within 60 days, then commencement of the cure within that time, and diligent prosecution to completion of the cure thereafter, shall be timely. If the alleged failure is cured, then no default shall exist and the noticing Party shall take no further remedial action and shall acknowledge the cure in writing to the other Party. If the alleged failure is not cured, then a default shall exist under this Development Agreement and the noticing Party may exercise any of the remedies available under sections 9.03 through 9.05 below.

(b) No failure or delay in giving notice of default shall constitute a waiver of default; provided, however, that the provision of notice and opportunity to cure is a prerequisite to the enforcement or correction of any default.

Section 9.02. Actions during Cure Period.

(a) During any cure period specified under Section 9.01 and before delivery of a notice of failure or default, the Party charged shall not be considered in default of this Development Agreement. If there is a dispute as to the existence of a default, the Parties shall otherwise continue to perform their obligations hereunder, to the maximum extent practicable in light of the disputed matter, pending its resolution or termination of this Development Agreement.

(b) County shall continue to process in good faith applications for Approvals during any cure period, but need not approve any such application if it relates to a project as to which there is an alleged default hereunder.

Section 9.03. Remedies of Non-Defaulting Party.

Section 9.03.1. In General. If any Party is in default under the terms of this Agreement, the non-defaulting Party may elect, in its sole and absolute discretion, to pursue any of the following courses of action: (i) waive such default; (ii) in County's case, pursue administrative remedies as provided in Section 9.04 below, (iii) pursue judicial remedies as provided for in Section 9.05 below; and/or (iii) terminate this Development Agreement as and to

the extent permitted by Section 9.06 below. In no event shall County modify this Development Agreement as a result of a default by a defaulting Party except in accordance with the provisions of Section 9.01 above.

Section 9.03.2. Severability of Default. County acknowledges that the development of the Project may be carried out by more than one person, entity or organization under this Development Agreement (e.g., portions of Land Owner's interest in the Property and this Development Agreement may be transferred to another person, entity or organization, a "**Transferee**" under Article 13 below). The Parties acknowledge and agree that, in accordance with Article 13 below, more than one Transferee may be responsible for certain actions required or forbidden by this Development Agreement and that more than one Transferee therefore may be in default with respect to that action. Accordingly, if County determines to terminate or exercise any remedy under this Development Agreement due to a default by Land Owner or by any Transferee (hereinafter "**Defaulting Land Owner**"), such termination or other remedy shall apply only with respect to the Rights and Obligations of such Defaulting Land Owner and any termination of this Development Agreement as to any Defaulting Land Owner shall be deemed to terminate only those Rights and Obligations arising hereunder between County and such Defaulting Land Owner. County shall, to the extent possible, refrain from seeking any termination of this Development Agreement or other remedy if such remedy would affect materially the ability of a non-defaulting Land Owner and/or a non-defaulting Transferee (hereinafter "**Non-Defaulting Land Owner**") to realize the Rights provided hereunder. The Parties further acknowledge and agree that in certain instances it may not be possible for County to exercise remedies against the Defaulting Land Owner of one portion of the Project without affecting in some way a Non-Defaulting Land Owner of the same or of some other portion of the Project.

Section 9.04. Administrative Remedies. Except as otherwise specifically stated in this Development Agreement, County may exercise any and all administrative remedies to the extent necessary or appropriate to secure compliance with this Agreement. Such administrative remedies may include, among others, withholding building permits, certificates of occupancy or other Approvals relating to that portion of the Project in default of this Agreement.

Section 9.05. Judicial Remedies. Except as otherwise specifically stated in this Development Agreement, either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, enforce by specific performance the Obligations and Rights of the Parties hereto or obtain any other remedy consistent with this Agreement; provided, however, that in no event shall any person be entitled hereunder to monetary damages for any cause, including breach of contract by a Party to this Agreement. Notwithstanding the foregoing, County may enforce payment obligations under Applicable Law, including under this Agreement and Land Owner may enforce County's obligations under this Agreement to pay or transfer money to the Land Owner by a writ of mandate or action for specific performance. Nothing in this Section 9.05 shall be deemed to limit either Party's rights under the Government Claims Act, California Government Code section 810 et seq. For purposes of instituting a legal action under this Agreement, any Board of Supervisors determination under this Development Agreement shall be deemed final agency action unless expressly stated otherwise.

Section 9.06. Termination Due to Default.

Section 9.06.1. In General. Either Party may terminate this Development Agreement pursuant to Section 9.06.2 below in the event of a default by the other Party, provided: (i) such default is prejudicial to the interests of the non-defaulting Party and is neither minor nor technical and (ii) in the case of any termination by County, County first shall have exercised any and all administrative or other remedies short of filing suit available to secure Land Owner's compliance with this Agreement; provided, however, that County shall not be required, as a prerequisite to initiating the termination of this Agreement, to exercise its administrative and other non-judicial remedies for a period of more than 180 days or such longer period to which the Parties may have agreed. Termination of this Development Agreement by Land Owner or a Transferee as to any portion or portions of the Property shall not affect the Rights or Obligations of Land Owner or any other Transferee as to any other portion or portions of the Property.

Section 9.06.2. Procedures for Termination.

(a) Before any proposed termination of this Development Agreement pursuant to this Section 9.06, and following the 180-day or longer period specified in Section 9.06.1 above, if applicable, a non-defaulting Party intending to seek termination of this Development Agreement shall deliver to the defaulting Party (or Parties) a written "**Preliminary Notice of Intent to Terminate**" this Agreement, and all Parties shall meet and confer in good faith effort to agree upon an alternative to termination that will afford the non-defaulting Party the benefit of its bargain under this Agreement. If those discussions are not successful in resolving the dispute, the non-defaulting Party desiring to terminate this Development Agreement shall deliver to the defaulting Party a written "**Final Notice of Intent to Terminate**".

(b) Within 60 days after the County delivers a Final Notice of Intent to Terminate to a defaulting Party, the Board of Supervisors shall review the matter at a noticed public hearing as set forth in California Government Code sections 65865, 65867, and 65868. Termination shall be effective 30 days after such Board of Supervisors review, unless the default is sooner resolved to the mutual satisfaction of the Parties.

(c) Within 60 days after Land Owner delivers a Final Notice of Intent to Terminate to County, the Board of Supervisors shall consider whether County should take any further curative action. Termination shall be effective 30 days following such Board of Supervisors consideration (or 90 days following delivery by Land Owner of a Final Notice of Intent to Terminate if the Board of Supervisors fails to complete its consideration by that date), unless the default is sooner resolved to the mutual satisfaction of the Parties.

Section 9.07. Judicial Reference. Pursuant to Code of Civil Procedure Section 638 et seq., all legal actions shall be heard by a referee who shall be a retired judge from either the San Luis Obispo County Superior Court, the California Court of Appeal, the United States District Court, or the United States Court of Appeals, provided that the selected referee shall have experience in resolving land use and real property disputes. Land Owner and County shall agree upon a single referee who shall try all issues, whether of fact or law, and report a finding and judgment thereon

and issue all legal and equitable relief appropriate under the circumstances. If Land Owner and County are unable to agree upon a referee within ten (10) days of either Party's written request to do so, either Party may seek to have a referee appointed pursuant to Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the Parties. Any referee selected pursuant to this Section 9.07 shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution. Notwithstanding the provisions of this Section 9.07, either Party shall be entitled to seek declaratory and injunctive relief in any court of competent jurisdiction to enforce the terms of this Agreement, or to seek to enjoin the other Party from an asserted breach thereof, pending the selection of a referee on a showing that the moving party would otherwise suffer irreparable harm. Upon the mutual agreement by both Parties, any legal action may be submitted to mediation in accordance with rules to be mutually agreed upon by the Parties.

ARTICLE 10. ASSIGNMENT, TRANSFER AND NOTICE Section 10.01. Assignment of Interests, Rights and Obligations. Land Owner may transfer or assign ("**Transfer**") all or any portion of its Rights and Obligations under this Development Agreement as to any portion of the Property (the "**Transferred Property**") to any person acquiring an interest in such Transferred Property, including, without limitation, purchasers or ground lessees of lots, parcels or facilities on such Transferred Property (a "**Transferee**"). Any such Transfer shall relieve the transferring party (a "**Transferor**") of any and all Rights and Obligations under this Development Agreement insofar as they pertain to the Transferred Property, as provided in this Article 10.

Section 10.02. Transfers In General.

Section 10.02.1. In General. In connection with any Transfer of all or any portion of the Project or the Property, other than a transfer or assignment to a "Non-Assuming Transferee" as described in Section 10.03 below or a "Mortgagee" as defined in Section 11.01 below, the Transferor and the Transferee may enter into a written agreement regarding their respective Rights and Obligations in and under this Development Agreement (a "**Transfer Agreement**"). Any such Transfer Agreement may contain provisions: (i) releasing the Transferor from any Rights and Obligations under this Development Agreement that relate to the Transferred Property, provided the Transferee expressly assumes all such Rights and Obligations, (ii) transferring to the Transferee rights to improve the Transferred Property and any other Rights and Obligations of the Transferor arising under this Agreement, and (iii) addressing any other matter deemed necessary or appropriate in connection with the Transfer.

Section 10.02.2. County Review of Release Provisions.

(a) A Transferor shall have the right, but not the obligation, to seek County's consent to those provisions of any Transfer Agreement purporting to release such Transferor from any Rights and Obligations arising under this Development Agreement (the "**Release Provisions**"). If a Transferor fails to seek County's consent or County does not consent to any such Release Provisions, then such Transferor may nevertheless transfer to the Transferee any and all Rights and Obligations of such Transferor arising under this Development Agreement (as described in Sections 10.02.1(i) and (ii) above) but, with respect to County, shall not be released from those Rights and Obligations described in the Release

Provisions to which County has not consented. If County consents to any Release Provisions, then: (i) the Transferor shall be free from any and all Rights and Obligations accruing on or after the date of any Transfer with respect to those Rights and Obligations described in such Release Provisions and (ii) no default hereunder by Transferee with respect to any Rights and Obligations from which the Transferor has been released shall be attributed to the Transferor nor may such Transferor's Rights be canceled or diminished in any way by any such default. County may consent, or conditionally consent, to all, none, or some of the Release Provisions.

(b) County shall review and consider promptly and in good faith any request by a Transferor for County's consent to any Release Provisions. County's consent to such Release Provisions may be withheld only if: (i) reliable evidence supports a conclusion that the Transferee will be unable to perform the Rights and Obligations proposed to be assumed by the Transferee pursuant to the Transfer Agreement, (ii) the Rights and Obligations may not reasonably be allocable among particular portions of the Project and Property, such as the Transferred Property, (iii) the Transferor or Transferee fails to provide acceptable security, as and if reasonably requested by County, to ensure the performance of the Rights and Obligations proposed to be assumed by the Transferee pursuant to the Release Provisions, or (iv) the Transferor or Transferee fails to provide information reasonably requested by the County to assist it in making the determinations described in this paragraph. In no event shall County unreasonably withhold consent to any Release Provisions. County shall respond within 30 days to any request by a Transferor for consent to any Release Provisions, and, if the County fails to respond during such 30-day period, the County shall be deemed to have consented to the Release Provisions.

(c) Subject to the provisions of paragraph (b) above, because and to the extent certain Obligations arising under this Development Agreement may not reasonably be allocable among portions of the Project, County may refuse to consent to release the Transferor of one portion of the Project from such Rights and Obligations under this Development Agreement even though the Rights and Obligations are being or have been assumed by the Transferee of some other portion of the Project.

Section 10.03. Non-Assuming Transferees. Except as otherwise required by a Transferor, the Obligations of a Transferor shall not apply to any purchaser of any property that has been established as a single legal parcel for nonresidential use that does not require any further on-site or off-site infrastructure. The Transferee in such a transaction and the successors and assigns of such a Transferee ("**Non-Assuming Transferees**") shall be deemed to have no Obligations under this Agreement, but shall continue to benefit from the Rights provided by this Development Agreement for the duration of its term. Nothing in this section shall exempt any Transferred Property transferred to a Non-Assuming Transferee from payment of applicable fees, taxes and assessments or compliance with an Approval or Applicable Law.

ARTICLE 11. MORTGAGEE PROTECTION Section 11.01. In General. The provisions of this Development Agreement shall not limit Land Owner's right to encumber the Property or any portion thereof, or any improvement thereon by any mortgage, deed of trust or other device securing financing with respect to such portion. County acknowledges that lenders providing such financing and other "Mortgagees" (defined below) may require certain interpretations and modifications of this Development Agreement and agrees upon request, from time to time, to meet with Land Owner and representatives of such lenders to negotiate in good faith any such request for an interpretation or modification. County shall 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 person holding a mortgage, deed of trust or other security instrument on all or any portion of the Property made in good faith and for value (each, a "**Mortgagee**"), shall be entitled to the rights and privileges of this Article 11.

Section 11.02. Impairment of Mortgage or Deed of Trust. Except as otherwise specifically stated in any security instrument held by a Mortgagee, no default under this Development Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made, or other interest in the Property acquired, by any Mortgagee in good faith and for value.

Section 11.03. Notice of Default to Mortgagee. If a Mortgagee has submitted to the County a written request for notice as specified herein, County shall exercise its best efforts to provide to such Mortgagee written notification of any failure or default by Land Owner in the performance of Land Owner's Obligations concurrently with the written notice provided to Land Owner. If the County fails to deliver written notification to any Mortgagee that has submitted a written request to County as provided herein, then any period for such Mortgagee to remedy or cure any alleged failure or default shall not commence until the County's actual delivery of such written notification to such Mortgagee.

Section 11.04. Right of Mortgagee to Cure. Any Mortgagee shall have the right, but not the obligation, to cure any failure or default by Land Owner during the cure period allowed Land Owner under this Agreement, plus an additional 60 days if, to cure such failure or default, the Mortgagee must obtain possession of the property as by seeking appointment of a receiver or other legal process. Any Mortgagee that undertakes to cure any such failure or default shall provide written notice to County of that fact; provided that no initiation of any such efforts by a Mortgagee shall obligate such Mortgagee to complete or succeed in any such curative efforts.

Section 11.05. Mortgagee Liability for Past Defaults or Obligations. Except as otherwise specifically provided in this Article 11, any Mortgagee, including a successful bidder at a foreclosure sale, who comes into possession of the Property or any part thereof, shall take such property subject to the Rights and Obligations of this Development Agreement and in no event shall any such property be released from any Obligations. Nothing in this Article 11 shall prevent County from exercising any remedy it may have for a default under this Development Agreement; provided, however, that in no event shall such Mortgagee be liable personally for any defaults or monetary obligations of Land Owner arising before such Mortgagee acquires or possesses such property.

Section 11.06. Technical Amendments to this Article 11. County agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the improvements on the Property or any refinancing thereof and to otherwise cooperate in good faith to facilitate Land Owner's negotiations with lenders. The Parties acknowledge and agree that such technical amendments shall be processed in accordance with Section 6.04 of this Development Agreement.

ARTICLE 12. GENERAL PROVISIONS Section 12.01. Incorporation of Recitals. The Recitals set forth above are incorporated herein as though set forth in full.

Section 12.02. Project is a Private Undertaking. The development Land Owner proposes to undertake is a private development, and Land Owner shall exercise full dominion and control over the Project subject only to Land Owner's Obligations contained in this Agreement, the Approvals and Applicable Law.

Section 12.03. Cooperation in the Event of Legal Challenge.

Section 12.03.1. In General. If any person not a Party to this Development Agreement institutes any administrative, legal or equitable action or other proceeding challenging the validity of any provision of this Agreement, any Approval or Subsequent Approval, or the sufficiency of any review of this Development Agreement or any Approval or Subsequent Approval under CEQA (each a "**Third Party Challenge**"), the Parties shall promptly meet and confer as to the most appropriate response to such Third Party Challenge; provided, however, that any such response shall be consistent with Sections 12.03.2 and 12.03.3 below.

Section 12.03.2. Tender to and Conduct of Defense by Land Owner. County shall tender the complete defense of any Third Party Challenge to Land Owner, and upon acceptance of such tender by Land Owner: (i) Land Owner shall indemnify County against any and all fees and costs arising out of the defense of such Third Party Challenge and (ii) Land Owner shall control the defense and/or settlement of such Third Party Challenge and may take any and all actions it deems necessary and appropriate in its sole discretion in connection therewith; provided, however, that Land Owner shall seek and secure County's consent to any settlement of such Third Party Challenge, which consent shall not unreasonably be withheld or delayed.

Section 12.03.3. Defense by County. If Land Owner should fail to accept County's tender of defense under Section 12.03.2 above, County shall defend such Third Party Challenge and control the defense and/or settlement of such Third Party Challenge as County decides (in its sole discretion), and County may take any and all actions it deems necessary and appropriate (in its sole discretion) in connection therewith; provided, however, that County shall seek and secure Land Owner's consent to any settlement of such Third Party Challenge, which consent shall not unreasonably be withheld or delayed. Land Owner shall indemnify County against any and all fees and costs arising out of the County's defense of such Third Party Challenge including the reasonable value of the services of its County Counsel and outside counsel, if any. Notwithstanding the foregoing, if Land Owner determines for any reason that it no longer intends to develop the Project, then it may deliver notice of such determination to County and shall not be liable for any defense costs incurred by County more than 90 days following the delivery of such notice.

Section 12.04. Defense and Indemnity. Land Owner shall defend, indemnify, and hold harmless the County, and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs and expenses (including attorney's fees and costs of litigation), of every nature arising out of the construction of the Project by Land Owner or by Land Owner's contractors, subcontractors, agents or employees, except to the extent caused by the negligence or willful misconduct of County, or any of County's officers, employees, contractors or agents. Nothing in this Section 12.04 shall be construed to mean that Land Owner shall defend or indemnify County from or against any damages, claims, costs or liabilities arising from, or alleged to arise from, activities associated with the maintenance or repair by County or any other public agency of improvements that have been offered for dedication and accepted by County or such other public agency. County and Land Owner may from time to time enter into subdivision improvement agreements, as authorized by the Subdivision Map Act, which agreements may include defense and indemnity provisions different from those contained in this Section 12.04. If any conflict appears between such provisions in any such subdivision improvement agreement and the provisions set forth above, the provisions of such subdivision improvement agreement shall prevail.

Section 12.05. Governing Law; Attorneys' Fees. This Development Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any dispute arising under this Development Agreement lies in the county of San Luis Obispo and Land Owner hereby consents to personal jurisdiction there for that purpose. The Parties will cooperate to facilitate venue for any Third-Party Challenge described in Section 12.03 above in San Luis Obispo County. Should any legal action be brought by either Party because of any default under this Development Agreement, to enforce any provision of this Agreement, or to obtain a declaration of rights hereunder, the prevailing Party shall be entitled to such reasonable and actual attorneys' fees, and costs as may be fixed by the Court. The standard of review for determining whether a default has occurred under this Development Agreement shall be the standard generally applicable to contractual obligations in California. The terms and provisions of this Section 12.05 shall survive any termination of this Agreement.

Section 12.06. Force Majeure. Performance by any Party of its Obligations hereunder shall be excused and the Term of and any dates under this Development Agreement shall be extended day for day during any period of "**Permitted Delay**" as hereinafter defined. For purposes hereof, Permitted Delay shall include delay beyond the reasonable control of the Party claiming the delay (and despite the good faith efforts of such Party) including, but not limited to: (i) acts of God; (ii) civil commotion; (iii) riots; (iv) strikes, picketing or other labor disputes; (v) shortages of materials or supplies; (vi) damage to work in progress by reason of fire, floods, earthquake or other casualties; (vii) failure, delay or inability of the other Party to act; (viii) as to Land Owner only, the failure, delay or inability of County to provide adequate levels of public services, facilities or infrastructure to the Property; (ix) as to County only, with respect to completion of the Annual Review or to processing applications for Approvals, the failure, delay or inability of Land Owner to provide adequate information or substantiation as reasonably required to complete the Annual Review or process applications for Approvals; (x) restrictions imposed or mandated by governmental entities other than the County, including without limitation, any development moratorium for any purpose; (xi) enactment of conflicting state or federal laws or regulations, (xii) judicial decisions or similar legal incapacity to perform, (xiii) litigation brought by a third party attacking the validity of this Agreement; (xiv) any period of a declared public health emergency

or pandemic; and (xv) a Severe Economic Recession. A "**Severe Economic Recession**" shall mean a significant decline in the residential real estate market, as measured by a decline of more than four percent (4%) in the Home Price Index during the preceding twelve (12) month period. A party's inability to make a payment when due shall not be the basis of a Permitted Delay. Any Party claiming a Permitted Delay shall notify the other Party (or Parties) in writing of such delay within 30 days after the commencement of the delay, which notice ("**Permitted Delay Notice**") shall include the estimated length of the Permitted Delay. The delay in giving a Permitted Delay Notice shall not preclude the finding of a Permitted Delay, but no such Permitted Delay shall commence more than 30 days prior to the giving of the Permitted Delay Notice. A Permitted Delay shall be deemed to occur for the time set forth in the Permitted Delay Notice unless a Party receiving the Permitted Delay Notice objects in writing within 10 days after receiving the Permitted Delay Notice. Upon such an objection, the Parties shall meet and confer within 30 days after the date of the objection in a good faith effort to resolve their disagreement as to the existence and length of the Permitted Delay. If no mutually acceptable solution can be reached, either Party may take action as may be permitted under Article 12 above.

Section 12.07. Waiver.

Section 12.07.1. Legal Rights. Land Owner acknowledges and agrees that the terms and provisions of this Development Agreement specifically permit County in some instances to impose requirements upon the Project that County would not otherwise be able to impose due to a lack of nexus, rough proportionality, or reasonable relationship between the Project and such requirement, or other reasons. To the extent any such requirement is imposed by County upon the Project consistently with the terms and provisions of this Agreement, Land Owner waives any right to challenge judicially the imposition of such requirement by County. Except as otherwise provided in this Section 12.07.1, County shall comply with Applicable Law.

Section 12.07.2. Other Rights. While Section 12.07.1 prohibits Land Owner from challenging judicially certain County requirements imposed consistently with this Agreement, nothing in this Development Agreement shall be deemed to abrogate or limit, nor be deemed to waive, any right of Land Owner (whether arising under the United States Constitution, the California Constitution or otherwise) to request County to refrain from imposing upon Land Owner, the Project or the Property any requirement that this Development Agreement permits County so to impose or otherwise petition County with respect to any matter related to the Project or the Property.

Section 12.08. Notices. Any notice or communication required hereunder between the Parties shall be in writing, and may be delivered either personally or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice or communication shall be deemed to be received when delivered to the Party to whom addressed. If delivered by Federal Express or similar courier, a notice or communication shall be deemed to be received when

delivered as shown on a receipt issued by the courier. Such notices or communications shall be delivered to the Parties at their addresses set forth below:

If to County to:	County Administrator County of San Luis Obispo 1055 Monterey Street San Luis Obispo, CA 93408
With a courtesy copy to:	County Counsel County of San Luis Obispo 1055 Monterey Street San Luis Obispo, CA 93408
If to Land Owner to:	NKT Development, LLC 684 Higuera Street, Suite B San Luis Obispo, CA 93408 Attn: Nick Tompkins
With courtesy copies to:	Cox, Castle & Nicholson LLP 2029 Century Park East, Suite 2100 Los Angeles, CA 90067 Attn: Andrew K. Fogg, Esq.

Any Party may at any time, change its address or facsimile number for notice by giving 10 days' written notice to the other in accordance with this Section 12.08.

Section 12.09. No Joint Venture or Partnership. Nothing in this Development Agreement or in any document executed in connection with it shall be construed as creating a joint venture, partnership or any agency relationship between County and Land Owner. County shall have no responsibility for public improvements unless and until they are accepted by County in the manner required by law.

Section 12.10. Severability. If any provision of this Development Agreement is held invalid, void or unenforceable but the remainder of this Development Agreement can be enforced without failure of material consideration to any Party, then the remainder of this Development Agreement shall not be affected and shall remain in full force and effect, unless amended by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Development Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, Land Owner (in its sole and absolute discretion) may terminate this Development Agreement by providing written notice of such termination to County.

Section 12.11. Estoppel Certificate. Any Party and any Mortgagee may, at any time, and from time to time, deliver written notice to the other Party or Parties requesting such Party or Parties to certify in writing that, to the knowledge of the certifying Party: (i) this Development Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Development Agreement has not been amended or modified either orally or in writing, but if so amended or modified, identifying those amendments and modifications; and (iii) as of the date of the most

recent Annual Review, the requesting Party (or any Party specified by a Mortgagee) is not in default in the performance of its Obligations under this Development Agreement, or if in default, describing the nature and amount or extent of any such defaults. A Party receiving a request hereunder shall execute and return such certificate or give a written, detailed response explaining why it will not do so within 30 days of receipt of a request. Each Party acknowledges that such a certificate may be relied upon by third parties acting in good faith. A certificate provided by County establishing the status of this Development Agreement shall be in recordable form and may be recorded at the expense of the recording Party.

Section 12.12. Further Assurances. Each Party shall execute and deliver to the other Party or Parties all such other further instruments and documents and take all such further actions as may be reasonably necessary to carry out this Development Agreement and the Approvals and to provide and secure to the other Party or Parties the full and complete enjoyment of its Rights hereunder.

Section 12.13. Construction. All Parties have been represented by counsel in the preparation of this Development Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to its interpretation or enforcement. Captions of sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provisions to which they pertain. If any conflict appears between this Development Agreement and the rules, regulations or official policies of County, the provisions of this Development Agreement shall prevail and be deemed to have amended any such conflicting rules, regulation or official policy as of the Vesting Date to the extent permitted by Applicable Law. In the event of a direct conflict between any provision of this Development Agreement and any of the Project Approvals, the provisions of this Development Agreement shall control.

Section 12.14. Other Miscellaneous Terms. In construing this Agreement, the singular includes the plural; the masculine gender includes the feminine and the neuter; "shall" is mandatory and "may" is permissive.

Section 12.15. Counterpart Execution. This Development Agreement may be executed in any number of counterparts and shall be deemed duly executed when each of the Parties has executed such a counterpart.

Section 12.16. Time. Time is of the essence of each and every provision of this Development Agreement.

Section 12.17. Good Faith/Fair Dealing. The Parties agree that a covenant of good faith and fair dealing shall apply to all actions of the Parties. As used herein, this covenant shall mean that the Parties shall act reasonably, and no Party shall do anything which shall have the effect of destroying or injuring the rights of any other Party to receive the benefit of its bargain in this Development Agreement. Nothing in this Section 12.17 shall detract from the principle of Section 9.05 that neither Party shall be entitled to monetary damages for breach of this Development Agreement.

Section 12.18. Non-Intended Prevailing Wage Requirements. Nothing in this Development Agreement shall in any way require, or be construed to require, Land Owner to pay prevailing wages with respect to any work of construction or improvement within the Project (a "**Non-Intended Prevailing Wage Requirement**"). But for the understanding of the parties as reflected in the immediately preceding sentence, the parties would not have entered into this Development Agreement based upon the terms and conditions set forth herein. Land Owner and County have made every effort in reaching this Development Agreement to ensure that its terms and conditions will not result in a Non-Intended Prevailing Wage Requirement. These efforts have been conducted in the absence of any applicable existing judicial interpretation of the recent amendments to the California prevailing wage law. If, despite such efforts, any provision of this Development Agreement shall be determined by any court of competent jurisdiction to result in a Non Intended Prevailing Wage Requirement, such determination shall not invalidate or render unenforceable any provision hereof; provided, however, that the parties hereby agree that, in such event, at the election of Land Owner in its sole and absolute discretion, this Development Agreement shall be reformed such that each provision of this Development Agreement that results in the Non Intended Prevailing Wage Requirement will be removed from this Development Agreement as though such provisions were never a part of the Development Agreement, and, in lieu of such provision(s), replacement provisions shall be added as a part of this Development Agreement as similar in terms to such removed provision(s) as may be possible and legal, valid and enforceable but without resulting in the Non Intended Prevailing Wage Requirement.

Section 12.19. List of Exhibits:

A – DRSP Site Plan/Depiction of Property
B – Legal Description of Property
C – Community Benefits
D – Affordable/Workforce Housing Plan
E. – Down Payment Assistance Program
F. – Local Preference Programs
G – Relocation of Nipomo Community Dog Park

ARTICLE 13. FINANCIAL COMMITMENTS OF COUNTY AND LAND OWNER

Section 13.01. In General. This Article 13 establishes a framework for the imposition and allocation to the extent permitted by law of fees, assessments and other revenues to be generated and/or paid by the Project and/or the Property. The provisions of this Article 13 are intended to facilitate the construction, operation and maintenance of infrastructure and facilities to avoid or limit the physical impacts of development; and to assist in the development of the Project so as to provide long-term benefits to County, including increased residential and employment opportunities, an increased County tax base, and an enhanced quality of life for the County's residents. In consideration of, and in reliance upon County agreeing to this Development Agreement, Land Owner will provide the community benefits ("**Community Benefits**") described in **Exhibit C** attached hereto, which are over and above those dedications, conditions and exactions required by Applicable Law other than this Agreement.

Section 13.01.1. Basic Principles.

(a) This Article 13 is intended to implement the following conceptual framework: that the County shall not incur costs for construction of new public facilities and infrastructure needed to serve the Project or the Property or for the provision of municipal services to the Project or the Property including the operation and maintenance of facilities and infrastructure to serve the Project (collectively, the "**Project Facilities and Infrastructure**"), except to the extent necessary to address existing infrastructure deficits or as otherwise provided for expressly in this Development Agreement. Any costs of any Project Facilities and Infrastructure beyond the Project's fair share of such Project Facilities and Infrastructure shall be borne by other property owners and/or developers served by such Project Facilities and Infrastructure or the County if needed to address an existing operational deficit to be addressed by such Project Facilities and Infrastructure. Nothing herein shall either require or prevent the County from contributing to the cost to develop such Project Facilities and Infrastructure from any lawfully available funds, in the County's sole discretion.

(b) The cost of providing Project Facilities and Infrastructure shall be consistent with the following principles, except as otherwise specifically permitted by this Development Agreement:

(i) there shall be a reasonable relationship between any municipal cost required to be borne by the Project and the type of development within the Project to which such cost is attributable;

(ii) there shall be a reasonable relationship between the need to incur any such municipal cost and the type of development within the Project to which such cost is attributable;

(iii) no municipal cost required to be borne by the Project shall exceed the estimated reasonable cost of providing the service or facility to which such municipal cost relates; and

(iv) with respect to any fee required to finance Project Facilities and Infrastructure, there shall be a reasonable relationship between the amount of the fee and the cost of the Project Facilities and Infrastructure funded by such fee.

(c) Whenever this Development Agreement requires a "reasonable relationship" between the Project and any requirement imposed thereon, there shall be required an essential nexus between the Project and such requirement and rough proportionality in the allocation of a municipal cost or fee both internally to various portions of the Property and as between the Project and other projects within the County.

(d) As used herein, the term "**Project Facilities and Infrastructure**" shall include public facilities and infrastructure only to the extent they serve the Project or the Property, and shall not include public facilities or infrastructure to the extent such facilities or infrastructure serve projects or areas other than the Project or the Property, unless the public facilities and infrastructure serving the Project or Property are required to be oversized to serve other projects or areas in accordance with the provisions of Section 13.02.2 below.

Section 13.01.2. Financing of Infrastructure; Operation and Maintenance. County shall exhaust all reasonable efforts and diligently pursue and utilize all mechanisms which may be appropriate to finance Project Facilities and Infrastructure and Project-related municipal services or the operation and maintenance of the Project Facilities and Infrastructure, such as Mello-Roos Districts, Enhanced Infrastructure Financing Districts, Landscaping and Lighting Districts, and other Maintenance Assessment Districts, in accordance with the following principles:

(a) The level of municipal services provided to the Project, including the level of operation and maintenance of Project Facilities and Infrastructure, shall be equal or superior to the level of service provided elsewhere in the County.

(b) Any costs associated with such mechanism shall be borne by the financing mechanism or the Project.

Section 13.02. Establishment of Financing Mechanisms.

Section 13.02.1. Procedures for Establishment. The establishment of any mechanism to finance the construction, operation or maintenance of Project Facilities and Infrastructure (each a "**Financing Mechanism**") and the issuance of any debt in connection therewith ("**Project Debt**") shall be initiated upon Land Owner's written request to the County's Finance Director. Such request shall include the purposes for which the Financing Mechanism is to be established and/or the Project Debt issued, and the general terms and conditions upon which the establishment of the Financing Mechanism and/or the issuance of the Public Debt will be based. County's consideration of Land Owner's request shall be consistent with the principles set forth in Section 13.01.2 above. If Land Owner requests the County to form a Mello-Roos Community Facilities District or an Enhanced Infrastructure Financing District to finance Project Facilities and Infrastructure, County shall use its best efforts to cause such district to be formed and bonds to be issued and, in the case of a Mello-Roos Community Facilities District, special taxes to be levied to the extent permitted by Applicable Law.

Section 13.02.2. Nature of County Participation. County's participation in the formation of any Financing Mechanism, its operation thereafter, and in the issuance of any Project Debt, shall include all of the usual and customary municipal functions associated with such tasks, including, without limitation, the formation and administration of special districts; the issuance of Project Debt; the monitoring and collection of fees, taxes, assessments and charges such as utility charges; the creation and administration of enterprise funds; the enforcement of debt obligations and other functions or duties authorized or mandated by Applicable Law.

Section 13.03. Imposition of and Increases in Fees, Taxes, Assessments and Other Charges.

Section 13.03.1. Fees, Taxes and Assessments.

(a) During the Term of this Development Agreement, Land Owner shall be bound to and shall not protest, challenge or cause to be protested or challenged, any County tax in effect on the Vesting Date.

(b) County may apply to the Project or the Property any assessment or fee not in effect on the Vesting Date only if such assessment or fee is:

(1) An assessment or fee levied in connection with the establishment or implementation of a Financing Mechanism in accordance with Sections 13.01 and/or 13.02 above; or

(2) An assessment or fee to which Land Owner agrees.

(c) No assessment shall be imposed on the Project or the Property other than through a Financing Mechanism as set forth above unless lawfully applied on a County-wide basis.

(d) No new debt shall be issued that affects the Project or the Property without Land Owner's approval, unless the approvals otherwise conform with the requirements

of Articles XIII A, C and D of the California Constitution and any requisite voter approval is achieved, in which case the County may issue debt even if Land Owner votes against the matter.

(e) Following the establishment of the initial Financing Mechanism for the Project, nothing herein obligates Land Owner to approve any particular future funding source (e.g., a CFD) or to assist the County, including financial assistance, in establishing a new financial mechanism that requires a vote of the public without Land Owner's prior written consent, in Land Owner's sole discretion.

Section 13.03.2. Other Fees and Charges; Credits and Reimbursements.

(a) Except as otherwise specifically stated below, any financial obligation imposed against or applied to the Project under this Section 13.03.2 shall be consistent with the provisions of controlling California law, including California Constitution article XIII A and Government Code sections 66000 to 66025.

(b) Land Owner has obtained vested rights pursuant to the VTTM as to the rate of all County-wide and Project-specific development impact fees ("**Impact Fee**" or "**Impact Fees**") in effect as of the date that the VTTM was deemed complete. Land Owner shall pay all such Impact Fee fees in effect as of the date that the VTTM was deemed complete (the "**Vested Impact Fee**"), subject to the automatic adjustment provision in County ordinance section 18.03.010. All Impact Fees shall be calculated at the time of issuance of a building permit for the applicable structure and be due and payable at the time of the issuance of the certificate of occupancy of the applicable structure or, if no certificate of occupancy is issued, upon the final sign-off of the building permit.

In addition to the Impact Fees generally applicable to the Project, any residential units in Neighborhoods 1 through 9 of the Project shall pay a supplemental public facility fee (the "**Supplemental Public Facility Fee**") in the following amounts. Residential units in Neighborhoods 1 and 2 shall pay a Supplemental Public Facility Fee in the amount of One Thousand Two Hundred Seventy Four Dollars ($1,274) per unit. Residential units in Neighborhoods 3 through 9 shall pay a Supplemental Public Facility Fee in the amount of One Thousand Eight Hundred Twenty Dollars ($1,820) per unit. The Supplemental Public Facility Fee shall be collected prior to issuance of a building permit for each residential unit in Neighborhoods 1 through 9. The County shall use the Supplemental Public Facility Fee collected under this section to support the development of sheriff and fire facilities that serve the Project area and for no other purposes.

(c) Costs of service fees imposed by County, such as planning, engineering, building permit, and fire plan check fees shall be in accordance with the fees in effect as of the date the fee is due.

(d) The Land Owner shall pay all then-current processing fees for any subsequent planning applications and permits as adopted by the Board of Supervisors.

(e) Land Owner shall pay County reasonable staff and consultant time and other reasonable costs (including reasonable consultant costs) associated with Land Owner's fair share of the establishment of any Financing Mechanism (to the extent such costs are not recovered from the Financing Mechanism), including any necessary election costs. The parties acknowledge that Land Owner's fair share of the establishment of any Financing Mechanism may be 100% if the Financing Mechanism is limited to land owned or controlled by the Land Owner and used to fund public facilities and infrastructure to the extent necessary to serve development of that land.

(f) Land Owner shall pay all required fees of the California Department of Fish and Wildlife ("**CDFW**") related to posting of the Notice of Determination under CEQA for the Project EIR as well as the fee required by the County Clerk/Recorder. To the extent that any additional fees are due to the County Clerk/Recorder in the future related to Subsequent Approvals, the County may require proof of payment of such fees before issuing building permits or accepting the filing a Final Subdivision Map.

Section 13.03.3. Reimbursement.

(a) County shall reimburse the costs associated with Land Owner's funding or construction of that portion of any oversized or accelerated improvement or facility that is attributable to a project or area other than the Project or Property. Costs eligible for reimbursement shall include value of land being dedicated to the County; hard costs, such as the reasonable direct costs of construction and materials; and soft costs, such as bond, architecture, engineering, and professional fees, the reasonableness of which shall be determined by the County, in its reasonable discretion. Such reimbursement shall be based on a fair share allocation of costs determined by calculating the pro rata share of the capacity in such oversized or accelerated improvements that is attributable to other projects or properties. The total reimbursable costs shall be based on Land Owner's actual costs as set forth in this Section 13.03.3. Reimbursement shall be provided timely, in accordance with Applicable Law, following County's collection of funds from the following sources:

(1) Development Impact Fees paid by the Project for the improvements specified with respect to the DRSP impact fees or the County-wide transportation impact fees, as applicable;

(2) Development Impact Fees paid to the County for other developments proximate to the Property that are not committed to repayment obligations under other Reimbursement Agreements;

(3) Development Impact Fees paid to County from developers who contribute, or have contributed, to the impact associated with the improvements installed by Land Owner;

(4) Capital Facilities taxes or assessments in a Community Facilities District; and

(5) Property tax increment revenue in an Enhanced Infrastructure Financing District.

(b) Backbone infrastructure that is larger than the minimum size or standard as identified in the Standard Specifications and Engineering Design Standards may be considered to be oversized and shall be subject to review and approval by the County prior to being included in a separate reimbursement agreement. The Land Owner may be reimbursed by other private development(s) for that developments' Fair Share of the cost to construct sewer and water infrastructure. The Land Owner will provide a study identifying the benefit area for each such reimbursement agreement for review and approval of the County Utilities Department, and may provide for reimbursement for segments of infrastructure which meet a utility's minimum size standard if the study shows those minimally sized facilities to benefit identified additional developments.

(c) To the extent permitted by law, County shall impose as a condition of approval on any project that benefits from the oversized or accelerated improvements or facilities described in this Section 13.03.3(a) such project's proportionate fair share of the cost of the improvements eligible for reimbursement.

(d) Under no circumstances shall the County be obligated to fund reimbursement from its General Fund or other discretionary resources or from funds which may not be lawfully used for that purpose or to advance funds to Land Owner as reimbursement before those funds are collected from others.

(e) Failure by the County to collect funds, or error by the County in calculating the amount to collect, from the sources identified in subsection 13.03.3(a) above shall not subject the County to any liability, obligation, or debt to Land Owner. Notwithstanding the foregoing, the County shall reimburse Land Owner pursuant to the terms of this Development Agreement with respect to all such funds actually collected by the County. Failure by the County to reimburse Land Owner after the County collects such funds shall entitle Land Owner to exercise its remedies under Article 9. For any improvement subject to reimbursement under this section, Land Owner shall provide County with evidence of the actual hard and soft costs of each of the improvements in the form of receipted bills, canceled checks, and contracts. Approval of reimbursement may occur in phases as projects are accepted by County. Regardless of Land Owner's claimed costs incurred in constructing the reimbursable improvements, County has the authority, through its Planning Director or designee, in the exercise of his or her reasonable discretion, to determine the amount subject to possible reimbursement for each improvement.

(f) In the event any owner or developer pays all or a portion of the fees or assessments identified in subsection 13.03.3(a)(1)–(5) above under protest, the County need not make reimbursements under this Development Agreement until the limitation

period for suit for a refund of such funds paid under protest has passed, and no court action ("**Action**") has been instituted. If an Action is instituted seeking refund of funds paid under protest, or to prevent the County from collecting such funds, or challenging any provision of this Development Agreement, the County shall not pay over such funds to Land Owner until the Action has been concluded and the authority of the County to collect such funds and reimburse the Land Owner has been sustained. The County shall promptly notify Land Owner in writing of any Action. The County shall reasonably support Land Owner's efforts to participate as a party to an Action, to defend an Action or settle an Action. Furthermore, the County may tender defense of an Action to Land Owner. If, within 15 days of the County's mailing a notice in compliance with Section 12.08 below requesting that Land Owner defend the Action, should Land Owner thereafter fail to undertake the defense of the Action at Land Owner's sole cost and expense, the County may stipulate to return of the funds collected under protest, to cease collecting such funds, or enter into any other settlement of the Action acceptable to the County, and Land Owner shall lose any right to reimbursement under this Development Agreement of the amount contested in the Action. Land Owner shall further reimburse the County for its costs and attorneys' fees incurred in defense of the Action, including reasonable payment for legal services performed by the County Counsel or County's outside counsel, and for any liability the County incurred in the Action. In addition, if the County fails to impose a requirement upon development projects to pay their respective prorated share of the improvements or fails to collect such funds, Land Owner may exercise all of its legal rights to attempt to collect such funds from the owners or developers of the benefitted properties, which legal rights shall not be interpreted to include an action against the County. If Land Owner attempts to collect such funds from such owners or developers, the County shall assign to Land Owner all of its rights to collect such funds under this Development Agreement.

(g) The County reserves the right to offset any funds it collects from the sources identified in this Section 13.03.3 against any unpaid fees, debts or obligations of Land Owner to the County. The County shall provide Land Owner with notice, in accordance with Section 12.08 and Article 9, of its intent to offset any collected funds against unpaid fees, debts or obligations described in the notice, and provide Land Owner with a reasonable opportunity to pay such fees, debts, or obligations.

(h) Land Owner's right to reimbursement under this Section 13.03.3 shall survive termination of this Development Agreement until the earlier of (i) Land Owner having been fully reimbursed or (ii) 35 years following the Effective Date. Such obligations shall survive the termination of this Development Agreement.

ARTICLE 14. PUBLIC IMPROVEMENTS Section 14.01. Backbone Infrastructure Improvement Plan. The DRSP Backbone Infrastructure ("**Backbone Infrastructure**") is planned to be designed and constructed in accordance with the DRSP and EIR. The Backbone Infrastructure will include systems operated by the County as well as, in the case of water and sewer systems, the NCSD. The County shall work cooperatively with NCSD where County review or approval is required of any future NCSD facilities; provided, however, that nothing in the Development Agreement shall grant County any review or permitting authority over any future NCSD facilities that are not otherwise provided by Applicable Law. The Parties acknowledge that further analysis may result in a more cost-effective approach to the provision of the planned infrastructure to adequately serve development of the DRSP Area. In that case, necessary changes to the provision of planned infrastructure may be made without the need for amendment of this Development Agreement.

Section 14.01.1. Specific Plan Improvements. The improvements described in the DRSP and Resolution No. 2024-109 certifying the EIR, constitute the DRSP "Improvement Plan."

Section 14.01.2. The Improvement Plan may be amended by agreement of the Parties to take advantage of new technologies, to respond to changes in the underlying land use assumptions upon which the plan is based, or for such other reasons as the Parties may agree, consistent with the Project EIR or a subsequent environmental review, if required.

Section 14.02. Construction and Dedication of Project Facilities and Infrastructure.

Section 14.02.1. Construction and Funding by Land Owner. The County may, in any manner consistent with the terms and provisions of this Development Agreement and the Project phasing, require Land Owner to construct or to fund the construction of any Project Facilities and Infrastructure when needed to satisfy the Backbone Infrastructure Improvements Plan and the EIR.

Section 14.02.2. Oversizing of Project Facilities and Infrastructure.

(a) In addition to requiring Land Owner to construct or to fund the construction of Project Facilities and Infrastructure, County may require any Project Facilities and Infrastructure constructed or funded by Land Owner under Section 13.02.1 above to be oversized to serve projects or areas other than the Project or the Property, provided that:

(1) County shall cooperate with Land Owner and shall exhaust all reasonable efforts and diligently pursue all necessary or appropriate actions related to the establishment of a Financing Mechanism to provide such additional funding;

(2) County shall grant a fee credit, enter into private reimbursement agreements, or reimburse the costs associated with Land Owner's funding or construction of that portion of any such oversized improvements that is attributable to projects or areas other than the Project or the Property, pursuant to subsection 13.03.2(e) above.

(b) If the incremental construction of facilities required by the DRSP would involve significant inefficiencies for a component of the Project that the County reasonably finds unacceptable, it may require Land Owner to construct or provide advance funding for the construction of oversized improvements required by the DRSP. For example, and for illustration purpose only, if the Project generates a need for an 18-inch sanitary sewer line, but other projects reasonably may be expected to use that sewer line and thereby increase the required capacity of such line to 24 inches, County may require Land Owner to construct or fund the construction of a 24-inch sewer line (but shall provide reimbursement as described in subsection 13.04.2(b) above and as otherwise required under the Subdivision Map Act).

Section 14.02.3. Dedications.

(a) To the extent rights-of-way or other interests in real property owned by Land Owner within the Property are needed for the construction, operation or maintenance of Project Facilities and Infrastructure, Land Owner shall dedicate or otherwise convey such rights-of-way or other interests in real property to County by the earlier of (i) when such rights are actually needed for Project Facilities and Infrastructure or (ii) before approval of a final subdivision map for the Project that includes such rights-of-way or other interests in real property. Such rights-of-way or interests shall be dedicated or otherwise conveyed in the widths set forth in the DRSP or as depicted on the tentative map.

(b) Any public improvements constructed by Land Owner and conveyed to County, and any rights-of-way or other real property interests conveyed to County, shall be dedicated or otherwise conveyed: (i) free and clear of any liens unacceptable to the County and (ii) except as otherwise agreed to by County, in a condition free of any toxic materials; provided, however, that, County shall be responsible for the condition of any real property acquired by eminent domain. Nothing herein shall affect or prevent County's right to pursue claims against third parties under applicable law.

Section 14.03. Cooperation as to Project Facilities and Infrastructure.

Section 14.03.1. In General. County shall cooperate with Land Owner and take all actions necessary or appropriate to facilitate the development of Project Facilities and Infrastructure. Such cooperation shall include, without limitation: (i) the diligent, timely and lawful exercise by County of its power of eminent domain to acquire any rights-of-way or other real property interests County and Land Owner agree are needed for Project Facilities and Infrastructure (provided that the costs of any such acquisition shall be borne by the Project); and (ii) County's diligent efforts to work with other landowners and governmental and quasi-governmental agencies to allow timely approval and construction of such Project Facilities and Infrastructure.

(a) Land Owner shall exhaust all reasonable efforts and diligently pursue acquisition of all necessary easements and/or rights of way not currently owned or controlled by County or Land Owner which are required to construct the Off-Site

Improvements. For purposes of this Section 14.03.1, the term "reasonable efforts" shall mean that the Land Owner has made a commercially reasonable written offer to purchase the property interest at fair market value, in accordance with an appraisal conducted by an MAI appraiser.

(b) If after exercising reasonable efforts Land Owner is unable to acquire the necessary easements and/or rights of way, County, upon written request of Land Owner, shall, in County's sole discretion: (1) require Land Owner to construct functionally equivalent alternative improvements to those previously approved, provided that such alternative improvements are equally or more effective in addressing the impact; (2) pursue acquisition of the real property interests by means of eminent domain; or (3) if the County declines to exercise powers of eminent domain, abandon or defer the Obligation in accordance with Section 66462.5 of the Subdivision Map Act. County and Land Owner acknowledge that eminent domain is a discretionary process and that County cannot commit to its use unless and until all appropriate notifications, hearings and proceedings have been undertaken. If County chooses to pursue acquisition of the real property interests by means of eminent domain, County shall take all reasonable steps necessary towards that endeavor, including undertaking appraisals, noticing property owners, noticing and holding required public hearings and meetings, and following any other procedures required for pre-judgment possession and Land Owner shall pay all costs reasonably incurred by County related to, arising from, or associated with such acquisition or condemnation proceedings, including but not limited to, attorneys' fees, expert witness fees, and jury awards of any kind. In addition, Land Owner shall indemnify, defend and hold County harmless from and against any and all claims, liabilities or causes of action of any kind associated with County's acquisition of such real property interests, excluding therefrom any claims, liabilities or causes of action arising from County's gross negligence or willful misconduct.

(c) County shall not unreasonably delay the recordation of the Final Map or the issuance of any grading and building permits for private improvements on the Property during the pendency of any activities under this Section except as necessary to protect public health and safety. In addition, and not by way of limitation, County shall not delay the processing, approval, or recordation of any Final Map for the Project due to Land Owner's inability to obtain any off-site land acquisitions or easements; provided, however, that (i) County shall not require any engineering other than conceptual plans until the areas of such acquisitions or easements are obtained or the improvements are waived or alternative improvements are identified, as described above, and (ii) Land Owner and County shall include such land acquisitions or easements within the scope of any subdivision improvement agreement and related bonds.

(d) Upon acquisition of the necessary interest in land, or upon obtaining right of entry, either by agreement or court order, Land Owner shall commence and complete the public improvements. This requirement shall be included, and, if necessary,

detailed, in any subdivision improvement agreement entered between the Land Owner and the County pursuant to Government Code section 66462.

(e) If and to the extent this Section 14.03.1 demands more of Land Owner than does Section 66462.5 of the Subdivision Map Act, this Section shall apply in addition to the Land Owner's obligations under that statute.

Section 14.03.02. Cooperation Related to Off-Site Improvements. To the extent that Land Owner is required to construct any Off-Site Improvements that require work on land outside of the control of Land Owner, Land Owner may apply for approval from the County Public Works Director to extend the timeline for completion of such improvements upon posting of appropriate security, such as bonding, for the completion of such improvements, which approval shall not be unreasonably withheld.

ARTICLE 15. OTHER COMMITMENTS OF COUNTY AND LAND OWNER Section 15.01. Dedication of Park Lands. Land Owner shall dedicate land to satisfy its obligations under the Quimby Act and Applicable Law. Land Owner shall construct all park and recreation improvements as required by the conditions of approval subject to the County's review and approval. Ongoing maintenance and operation of the park facilities shall be funded by the Project residents pursuant to one or more of the Funding Mechanisms described in Section 13.02 above and/or assessments under homeowner CC&Rs, and shall not be payable from the County's General Fund or other community-wide resources. Should the land the Land Owner offers for dedication be insufficient to meet Land Owner's obligation under Applicable Law, Land Owner shall dedicate sufficient additional land off-site or pay an lieu fee to meet its requirement after applicable credits for additional park lands provided. Any in lieu fee assessments shall be based upon the amount of the fees in place as of the date of the approval of this Development Agreement.

Section 15.02. Affordable Housing. Land Owner has proposed and will provide the affordable housing units, affordable-by-design units, and funding for a down payment assistance program as described in **Exhibits D** and **E**.

Section 15.03. Water.

(a) Land Owner shall install water improvements necessary to serve the Project as shown in the DRSP.

(b) Notwithstanding anything herein to the contrary, Land Owner shall comply with the California Water Code and the regulations imposed by the County in its capacity as the Groundwater Sustainability Agency pursuant to the Sustainable Groundwater Management Act ("**SGMA**") in all matters related to the Project. Land Owner acknowledges that SGMA regulations will be implemented after the Vesting Date of this Development Agreement and likely throughout its term and nevertheless agrees to comply with them as to the Project.

(c) Unless and until otherwise required by NCSD following commencement of service of water to the Project by NCSD, Land Owner reserves all groundwater or other water rights with respect to the Property and shall be entitled to irrigate open space

land with ground or well water, to the extent that such reservation and action does not violate Applicable Law and so long as such water meets or exceeds all applicable water quality standards.

(d) Any and all tentative subdivision maps approved for the Project shall comply with Government Code Section 66473.7 if, and to the extent, required by Government Code Section 65867.5(c).

Section 15.04. Wastewater. The Project's wastewater system to be served by the NCSD.

Section 15.05. Recycled Water Facilities. Recycled water, if provided in the future, shall be provided by the NCSD. Project shall be "recycled water ready" – i.e., purple pipes installed for irrigation facilities for future connection to NCSD's future recycled water system if NCSD provides such services to the Project area in the future.

Section 15.06. Storm Drain Facilities. Before approval of a Final Subdivision Map or building permit for a use that does not require a map, Land Owner shall provide storm drain facilities as set forth in the DRSP adequate to accommodate the storm water runoff from the area subject to such Map or building permit.

Section 15.07. Traffic and Circulation Improvements. Land Owner shall construct improvements to satisfy the traffic mitigation measures as set forth in Resolution No. 2024-108, conditions of approval and for backbone infrastructure for the Project. For any improvements required prior to initial occupancy, such improvements may be secured through the posting of a bond, which will allow building permits to be issued concurrent with construction of such improvements; provided, however, that final occupancy shall be permitted only upon full completion of all such improvements.

Section 15.08. Pedestrian and Bicycle Connectivity. Developer shall construct intersection crossing improvements at Pomeroy Road and Juniper Street in accordance with applicable County of San Luis Obispo Public Improvement Standards and to satisfaction of Public Works. Such improvements will consist of removal of existing mid-block crossing, in its entirety, at Nipomo Regional Park entrance driveway along Pomeroy Road, including restoration of roadway, roadway shoulder, and curb, gutter, sidewalk on easterly side of Pomeroy Road.

(a) Developer shall engage a licensed Civil Engineer or Traffic Engineer to perform a warrant analysis for type of pedestrian control (High Intensity Activated crossWalk (HAWK) or Rapid Flash Beacons (RFB)) at Pomeroy Road and Juniper Street. Developer shall construct warranted pedestrian control for pedestrian/bicycle connectivity to Nipomo Regional Park entrance and construct curb, gutter, and sidewalk from new crossing location along westerly side of Pomeroy Road to existing driveway entrance in accordance with Public Improvement Standards. Furthermore, for identification within a Community Plan update, Developer shall engage a Licensed Civil Engineer to perform a feasibility study including preliminary project plans with an engineer's estimate of probable costs to:

(1) Realign Nipomo Regional Park roadway to be in alignment with Juniper Street in accordance with Parks Department Master Plan and perform

warrant analysis for signalization/pedestrian control. Remove existing Nipomo Regional Parks driveway entrance along Pomeroy Road in its entirety, consisting of revegetation, fenced (or otherwise blocked) to prohibit access, and with roadway shoulder restored to Public Improvement Standards.

(2) Construct curb, gutter, and sidewalk and/or trail along both sides of Pomeroy Road between Collector B to Camino Caballo, including associated crossings for Collector B at Pomeroy Road, Sandydale Drive at Pomeroy Road, Inga Road at Pomeroy Road, and Camino Caballo at Pomeroy Road..

(b) Developer shall coordinate directly with Public Works for this work activity, and Developer will be required to obtain an Encroachment Permit for any work in the County right-of-way. Developer shall be obligated to complete aforementioned tasks prior to completion of Phase 2 or Phase 3, whichever occurs first.

Section 15.09. Ownership of Public Improvements. Unless the Parties otherwise mutually agree, the County shall own and maintain, or cause to be maintained, the following public improvements unless otherwise noted:

(a) Potable water system and water tank, within public properties or public easements, to be owned by NCSD;

(b) Sanitary sewer system, within public properties or public easements, to be owned by NCSD;

(c) Recycled water system, within public properties or public easements, to be owned by NCSD;

(d) Storm drain system, including continuous deflective separation (CDS) vaults or other best management practices (BMP) facilities, within public properties or public easements;

(e) Public roadways consisting of Collectors A, B, and C;

(f) Public parks and trails not owned and maintained by the Homeowners' Association (Homeowners' Association owned and maintained areas include trails, open space and pocket parks, and emergency access points); and

(g) Public access and utility easements.

Section 15.10. Local Preference Programs. Land Owner has proposed and will comply with the Local Preference Programs as described in **Exhibit F**.

Section 15.11. Relocation of Nipomo Community Dog Park. In accordance with Exhibit G, Land Owner will make a one-time payment to help fund the relocation of the Nipomo Community Dog Park.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the Execution Date above.

COUNTY:

COUNTY OF SAN LUIS OBISPO,
a municipal corporation

By: _____
Chair of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Dated: _____

LAND OWNER
NKT Development, LLC,
a California limited liability company

By: _____
Nicholas Tompkins
Manager

IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the Execution Date above.

COUNTY:

COUNTY OF SAN LUIS OBISPO,
a municipal corporation

By: Debbie Arnold
Chair of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By:
Deputy County Counsel

Dated: 5.10.24

ATTEST: Rebecca Campbell, acting CAO and
County Clerk of the Board and
Ex-Officio Clerk of the Board of Supervisors

By:
Deputy Clerk

LAND OWNER
NKT Development, LLC,
a California limited liability company

By:
Nick Tompkins AKA Nicholas Tompkins
Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF San Luis Obispo)

On May 15, 2024 before me, Lisa Campbell Notary Public
Notary Public (insert name and title of the officer),

personally appeared Nicholas Tompkins, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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: _____

[Seal] LISA CAMPBELL
Notary Public - California
San Luis Obispo County
Commission # 2435358
My Comm. Expires Jan 21, 2027

CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

On April 24, 2024 before me, Annette Ramirez, Deputy Clerk of the Board of Supervisors,
(Insert the name and title of the officer)

personally appeared Debbie Arnold who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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 _____
Deputy Clerk of the Board of Supervisors



EXHIBIT A

DANA RESERVE SPECIFIC PLAN SITE PLAN
(attached)

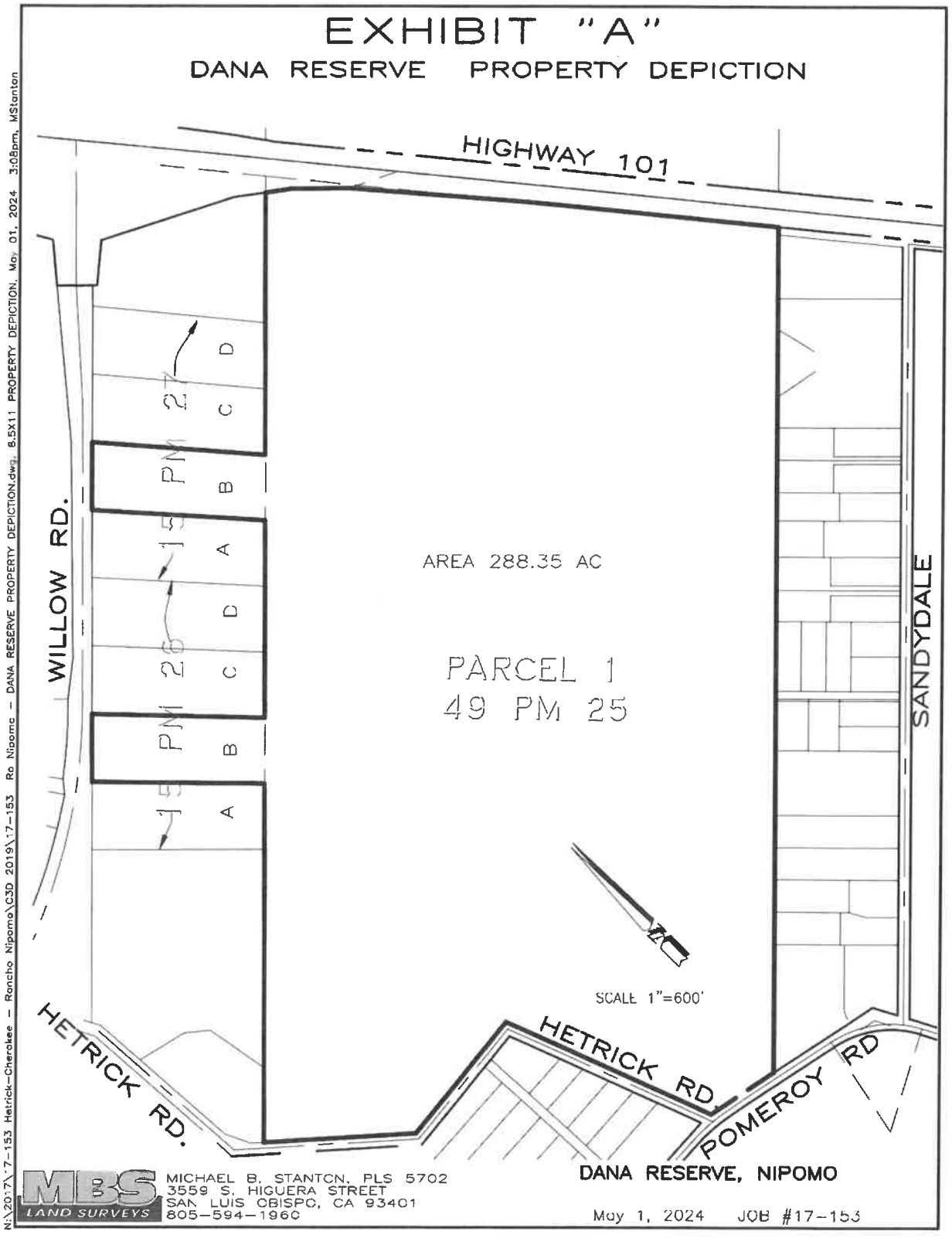

EXHIBIT "A"
DANA RESERVE PROPERTY DEPICTION
HIGHWAY 101
WILLOW RD.
SANDYDALE
AREA 288.35 AC
PARCEL 1
49 PM 25
15 PM 26
15 PM 27
A
B
C
D
SCALE 1"=600'
HETRICK RD.
HETRICK RD.
POMEROY RD
DANA RESERVE, NIPOMO
MBS LAND SURVEYS
MICHAEL B. STANTON, PLS 5702
3559 S. HIGUERA STREET
SAN LUIS OBISPO, CA 93401
805-594-1960
May 1, 2024 JOB #17-153
N:\2017\17-153 Hetrick-Cherokee - Rancho Nipomo\C3D 2019\17-153 Ro Nipomo - DANA RESERVE PROPERTY DEPICTION.dwg, 8.5X11 PROPERTY DEPICTION, May 01, 2024 3:08pm, MStanton

EXHIBIT B

LEGAL DESCRIPTION

PARCEL 1 OF PARCEL MAP CO-89-389, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED FEBRUARY 28, 1992, IN BOOK 49 AT PAGE 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION, RECORDED OCTOBER 18, 2011 AS DOCUMENT NO. 2011-051759 OF OFFICIAL RECORDS.

INCLUDING, PARCEL B OF PARCEL MAP CO-73-436, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED AUGUST 15, 1974, IN BOOK 15 AT PAGE 26 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO INCLUDING, PARCEL B OF PARCEL MAP CO-74-55, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED AUGUST 15, 1974, IN BOOK 15 AT PAGE 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNs: 091-301-073, 091-301-031, 091-301-029

EXHIBIT C

COMMUNITY BENEFITS

The following is a list of the Dana Reserve Specific Plan "Public Benefits" and "Beneficial Features and Public Good" of the 2024 Dana Reserve Specific Plan project as described in the 2024 Dana Reserve Specific Plan, DRSP June 2022 Draft EIR and in particular Chapter 11 of the DRSP March 2024 Final EIR "Supplemental Analysis of the 2024 Dana Reserve Specific Plan".

"Public Benefit" definition – provision of a public facility, service, or improvement exceeding applicable agency requirements (i.e., exceeding requirements of the zoning ordinance, building code, impact fee ordinance, etc.)

"Beneficial Features and Public Good" definition – items, programs, improvements, off-sets, or mitigation measures included as part of the Dana Reserve project that are enhancements for project residents, the environment, and/or the public.

DRSP "PUBLIC BENEFITS" LIST

1. **Workforce Housing (Missing Middle) – Local Preference and Other Programs**
   Regulation/Setting
   County of San Luis Obispo does not have an Inclusionary Housing Ordinance or other affordable housing or workforce housing requirements, programs, or in-lieu fee requirements.

   Description of Public Benefit
   Project applicant working in conjunction with qualified third-party program implementation monitor/controller will give first priority to buyers based upon the following criteria all of which will require them to have Dana Reserve as their primary residence:
   - First-time homebuyers with current address or prior address in South SLO County (93449, 93443, 93420, 93444, 93445, 93401). Prior home address is to assist those who had to leave the area due to lack of affordability to have the opportunity to return
   - Current address or prior address within South SLO County (93449, 93443, 93420, 93444, 93445, 93401)
   - Buyers who can demonstrate that their vehicle miles traveled (VMT) will be reduced by living at the Dana Reserve rather than their current residence
   - Buyers who can demonstrate that their household vehicle miles traveled (VMT) will be reduced by living at the Dana Reserve rather than their current residence
   - Buyers who are reuniting with family

2. **Fire Protection – Land Dedication, Street, and Utility Improvements and Impact Fees**

Regulation/Setting

County of SLO has two existing fire stations located within approximately 4.8 miles from the subject site. However, response time from these stations exceed County standards. County owns land suitable for a future fire station approximately one mile from the subject site on Willow Road but not located within acceptable response time from the subject site and is not the appropriate size. County has fire impact fees applicable to the project.

Description of Proposed Public Benefit

The project applicant will dedicate approximately 2.0 acres of land including street frontage improvements and utility extensions to the site in a location as identified in the DRSP for future use as a County fire station site. The County and Cal Fire will construct the facilities at a future date to meet their standard regulations. In addition to paying the generally applicable County Fire Safety Facility impact fees in effect as of the date of the Agreement, the project applicant has agreed to pay a supplemental Fire Safety Facility Fee in the amount of approximately $2,000,000, to be collected on a per unit basis concurrent with payment of the generally applicable County Fire Safety Facility impact fees in effect as of the date of the Agreement. Further project applicant has agreed to not seek reimbursement of fair share fees based on the land dedication and infrastructure costs associated with the future County fire station site.

3. **Publicly Accessible Neighborhood Park – Land Dedication, Street, and Utility Improvements and Impact Fees**

Regulation/Setting

County of SLO requirements for park land dedication are based upon residential land use type as defined in County Code. Based upon the 2024 DRSP, the minimum required parkland dedication would be 9.2 acres. The 2024 DRSP proposed park land dedication is 4.8 acres for the publicly accessible neighborhood park plus publicly accessible park easement land of approximately 7.6 acres of "pocket parks" within individual neighborhoods (refer to item number 6 below). DRSP project total proposed park land dedication is approximately 10.1 acres, exceeding County requirements by approximately 0.9 acres. County regulations (and State) governing parklands enable either dedication of land or payment of fees (Quimby) but do not require both. Applicant proposes to dedicate land for an approximately 4.8-acre publicly accessible neighborhood park. In addition to dedication of land, applicant will construct the publicly accessible neighborhood park, street frontage improvements, and park recreation features, and will pay applicable County parkland/recreation impact fees and will not seek reimbursement for Quimby-related impact fees.

Description of Public Benefits

- Dedication of land (without Quimby fee waiver or reimbursement)
- Applicant will construct parkland features which may include:
  - Bicycle racks
  - Drinking fountains
  - Drainage features

- Entry signage and landscaping
- Picnic Areas
- Irrigation
- Landscaping
- Parking
- Restroom
- Trail connections
- Trash and recycle bins
- Wayfinding signage

- Payment of applicable County Park impact fees

4. **Pocket Parks – Easement Dedication, Public Access, and Construction and Impact Fees**

Regulation/Setting

County of SLO requirements for park land dedication are based upon residential land use type, as defined in County Code and the minimum required parkland dedication would be 9.2 acres. Based upon the 2024 DRSP, the DRSP proposed park land dedication is 4.8 acres for the publicly accessible neighborhood park plus publicly accessible park easement land of approximately 7.6 acres of "pocket parks" within individual neighborhoods. County Code allows for up to 50% of privately maintained but publicly accessible parks to count toward park land requirements. DRSP project total proposed park land dedication is approximately 10.1 acres, exceeding County requirements by 0.9 acres. This excludes additional easements for trails and equestrian staging area.

Description of Proposed Public Benefit

- Applicant proposes to dedicate public access easements to the pocket parks
- Maintenance of pocket parks will be conducted by the homeowners' association(s) (no cost to County)
- Construct pocket park improvements for passive use may include:
  - Bicycle racks
  - Picnic area
  - Children's Play Areas
  - Native Plants Conducive to Area
  - Neighborhood mailbox facilities
  - Parking
  - Trail connections
  - Trash and recycle bins
  - Wayfinding signage

- Pay applicable park impact fees on excess land/easements

5. **Equestrian/Pedestrian Trails – Construction (trail, fencing, landscape, etc.)**
Regulation/Setting
County regulations require provision of easements for, but not improvements to, equestrian trails. County regulations do not require pedestrian trails.

Description of Public Benefit
The applicant proposes to provide easements for an equestrian staging area and trailhead for equestrian trails. The staging area is approximately one acre and will contain parking for approximately eight vehicles (sized for vehicle and trailer). Approximately 3.3 miles of equestrian trails are proposed. Trails will be natural surface and fenced off from residential areas.

The applicant also proposes an additional 3.8 miles of pedestrian trails, which will also be natural surface. Maintenance of equestrian and pedestrian trails will be conducted by a combination of homeowners' association(s) and/or non-profit.

No public (Parks Dept) cost or reimbursement for these public trails.

6. **Green House Gas Reduction – All Electric, Solar, Battery, and EV Charging**
Regulation/Setting
The County currently allows residential and commercial services to be served by natural gas. A So Cal Gas Company natural gas main pipeline exists within the property and 30 feet from the eastern boundary of the DRSP area.

Description of Public Benefit
Dana Reserve applicant will agree to omit natural gas service for all residences within neighborhoods 1 through 10.

For all detached single-family residences, solar will be installed (per applicable California Building Code requirements) and pre-wiring will be installed for electric vehicle charging and future owner battery installation.

For all attached residences, solar will be installed (per applicable California Building Code requirements). Electric vehicle charging stations will be provided as required by applicable California Building Code.

Natural Gas will be provided for commercial uses, including village commercial, flex commercial, public safety facilities, and residential amenity center areas.

For commercial areas, electric vehicle charging stations will be provided as required by applicable California Building Code.

7. **Transportation – Transit Stops and Park and Ride Facilities**

Regulation/Setting

County regulations do not require the provision of transit stops and/or park and ride facilities.

However, County regulations identified in the Framework for Planning (Inland) under Goals numbered 5 and 11 recognize public transit is an important strategy to provide adequate circulation.

Description of Public Benefit

The applicant proposes to provide transit stops within the Specific Plan Area near the village commercial area just west of the roundabout and at the park and ride location along Collector A just south of Willow Road. These facilities will aid in improving transit service that will encourage the use of alternative modes of transportation and carpooling thereby improving air quality (AQ), reducing greenhouse gases (GHG) and reducing vehicle miles travelled (VMT) which would be consistent with applicable local plans, policies, and ordinances related to the transportation system. They will be served as a part of RTA Route 10 and Southbound by Santa Barbara County RTA.

BENEFICIAL FEATURES AND PUBLIC GOOD

8. **Nipomo/South County Ground Water Management – Ground Water Pumping Reduction**

Regulation/Setting

The project will be served by the Nipomo Community Services District (NCSD). The NCSD is a signatory to a Court settlement and adjudicated water basin. It was required by the Court to enter into a "physical solution" to transfer increasing volumes of water from Santa Maria to the NCSD. In 2025, per their contract, the NCSD must increase the volume of water purchased from Santa Maria by an additional 700-acre feet. The cost of the imported water is 3x the cost of current ground water extracted from the Nipomo basin. The NCSD does not have enough customers to utilize the increased imported water that it will be required to purchase while maintaining minimum ground water pumping necessary to maintain a viable, safe well field.

Description of Benefit

With the project fully built, the NCSD can further reduce their pumping from current levels. This new level of pumping will help maintain a viable, safe well field and the overall health of the groundwater basin.

9. **NCSD Customer Water Rates – NCSD "Take or Pay" and NCSD Customer Rate Reduction/Cost Containment**

Regulation/Setting

Nipomo is a party to an adjudicated water basin with a Court ordered "physical solution" requiring the transfer of water by contract from Santa Maria to Nipomo. The court ordered contract between Santa Maria and the NCSD requires minimum purchase amounts. Currently the NCSD is importing approximately 900-to-1,000-acre feet per year from Santa Maria. Beginning in 2025 the water that is required to be purchased from

Santa Maria by the NCSD will increase by approximately 700-acre feet. The NCSD does not have the existing customers to utilize the increased volumes of contractually obligated water from Santa Maria while still maintaining a safe well field but will still be obligated to pay for the unused portion at the 3x groundwater cost pricing and spread those costs over the existing ratepayers.

Description of Benefit
The project will pay approximately $35,000,000 in water connection fees to the NCSD. The project will also pay a $4,500,000 capital charge to the NCSD.

These fees will allow the NCSD to make the necessary improvements to serve the project but also to improve older infrastructure that serves the entire district. The fees will also provide capital to the NCSD to add redundancy for key sewer and water systems that will benefit existing NCSD ratepayers and the project.

The project is required to pay the higher cost of imported water, leaving the less expensive water for existing users.

10. Off-Site Infrastructure Improvements - NCSD Water and Sewer Systems
Regulation/Setting
The DRSP project will allow for the improvement (or replacement) funded by hookup fees of existing NCSD infrastructure at several off-site locations away from the project site. The improvements include upgrading or replacing water lines, sewer lines, lift stations, and various modifications at the sewer treatment facility. Some of these improvements are necessary to serve the DRSP project, but many provide and improve service capacity, redundancy, and/or improved reliability for customers above and beyond what is required to adequately service the project.

Description of Benefit
By expanding the NCSD service boundary to cover the DRSP project area, it will extend the current NCSD infrastructure to Willow Road. The Dana Reserve Development Water and Wastewater Service Evaluation, prepared for NCSD by MKN, identifies improvements that will increase capacity and redundancy, and improve the reliability for current and future rate payers.

Some examples of the identified water infrastructure improvements include installing a 16" water main down Oak Glen Avenue to Tefft Street, then east to the existing Foothill tanks, and adding an additional storage tank which will increase ability to deliver water.

Some examples of the identified sewer infrastructure improvements include installing a new sewer main from the DRSP to Juniper Street, replacing segments of existing sewer trunk line in the Frontage Road (between Juniper and WWTP) with larger pipes, and modifications to Southland WWTF which will increase the ability of the existing plant to accept current and future sewage flows.

11. **Recycled Water Ready**

Regulation/Setting

NCSD is required to regulate and minimize impacts on the groundwater basin through implementing water use regulations and evaluating alternative water saving measures. Use of recycled water in lieu of groundwater has been determined as a potential alternative water saving measure but is dependent on the NCSD's ability to deliver the recycled water to customers.

Description of Benefit

The DRSP project will install recycled water lines within the project site to be "recycled water ready" for connection in the future should the NCSD decide to implement recycled water infrastructure for the district.

12. **NCSD Customer Sewer Rates – NCSD Customer Rate Reduction/Cost Containment**

Regulation/Setting

NCSD will be expanding their "service area boundary" to cover the extent of the Dana Reserve project area. NCSD has performed a thorough evaluation of their current infrastructure and Southland Wastewater Treatment Facility. It was concluded that their infrastructure and treatment plant facility are capable with the implementation of some modifications to segments of mainline and increased capacity to the WWTP as defined in the Dana Reserve Development Water and Wastewater Service Evaluation.

Description of Benefit

The project will connect to the NCSD sanitation plant. The NCSD has approximately 3,779 existing rate payers for sewer. The additional volumes and efficiency derived from the project per the NCSD study may reduce sewer fees for new and existing rate payers. The increased return flows from the Dana Reserve to the NCSD sanitation plant along with the decreased groundwater pumping could, for the first time, return more water to the aquifer than will be extracted.

13. **Enhanced Circulation System**

Regulation/Setting

County transportation/circulation plans identify extension of the Frontage Road (Collector A in DRSP) on the west side of US 101 from the current dead end over to Willow Road as a high priority project. However, a major cost of the project is anticipated to be right-of-way acquisition.

The County has also planned a connection (unfunded) in the County Land Use and Circulation Element (LUCE) to connect Pomeroy Road via Hetrick Avenue to the intersection with Glenhaven to relieve Tefft Street traffic.

Description of Benefit

The County needs to complete north/south connections from the existing community to Willow Road to reduce congestion on US 101/Tefft Street, on the dead-end frontage road on the west side of US 101, and on Glenhaven and Ten Oaks Roads. The County has collected transportation impact fees for extension of the Frontage Road to Willow Road.

As part of the DRSP the development will dedicate the necessary right-of-way for the Frontage Road extension as part of the first phase of development construction. The Frontage Road must be completed before anyone can take occupancy at the project.

In addition, the DRSP includes a second north/south collector street (Collector B in DRSP) in an improved location directly connecting Pomeroy Road to Willow Road without constructing the road along the front or back yards of existing residents along Calimex and Hetrick Avenue as currently planned by the County. This improvement will reduce the time to Willow Road from Pomeroy by providing a more direct route, reduce Teft Street traffic, and provide an opportunity for consideration by the County to block the current "cut through" traffic on Ten Oaks and Glenhaven.

14. US 101 at Willow Road and Frontage Road Traffic Enhancements

Regulation/Setting

The north bound and south bound ramps at the US 101/Willow Road intersection have very short-term unacceptable Level of Service (LOS) issues between 8-9am. The current LOS is Level F – unacceptable. The LOS F rating is related to delays caused by vehicle work and school commute trips. Similarly, the existing Frontage Road has periodic episodes of poor levels of service and congestion during the swap meet.

Description of Benefit

The DRSP project proposes to improve the US 101/Willow Road ramps by providing traffic signals. The signalization improvements will reduce delays and improve the LOS from Level F (unacceptable) to Level C (acceptable).

DRSP proposed extension of the Frontage Road to Willow Road will improve the LOS for the Frontage Road to an acceptable LOS from current unacceptable conditions. Every intersection studied showed that after full buildout of the Dana Reserve and with all planned improvements installed by the project, LOS either improved or remained the same.

15. Publicly Accessible Areas and Facilities Maintained by DRSP HOA

Regulation/Setting

Within the DRSP there are many facilities that are accessible to and may be used by the public and the surrounding neighborhood. In many cases these would typically be maintained by a public agency as they may be used by a wider population than just the DRSP project residents.

Description of Benefit

The following are examples of facilities within the DRSP that are accessible to the public but are proposed to be built by the developer and privately maintained. Examples are open space areas, pocket parks, pedestrian trails, and equestrian trails. Additional examples of other facilities that may benefit residents in surrounding areas but are privately maintained by DRSP HOAs are storm drain facilities, local streets and sidewalks, and emergency access openings as they are open to pedestrians, equestrians, and bicycles.

16. Affordable Housing – Accessory Dwelling Units (ADUs)

Regulation/Setting

Pursuant to a variety of recent State laws, ADUs (sometimes called "granny" units) are allowable in the County of SLO. ADUs are allowed "by right" subject to County review. ADUs are allowed in a variety of sizes and configurations and are allowed in both single-family and multifamily neighborhood settings. ADUs must conform to California building code standards. To determine the probable number of ADUs that may occur within the DRSP, County staff reviewed the 6th Cycle Housing Element and records of permits issued for ADUs over several years and concluded that the likely maximum number of ADUs in the Project would be 152 based upon prior permit activity. NCSD in a very recent analysis to determine adequacy of the water supply, assumed that every vacant residential lot was built out and with ADUs and every existing home that didn't already have an ADU had one constructed. The NCSD analysis concluded that even at full buildout with ADUs in the district and the full build out of the DRSP as proposed, that even during times of extended drought, the NCSD water supply was adequate to serve the DRSP.

Description of Benefit

The size of ADUs is limited by regulation and by the practical aspect of the proposed location, lot size or configuration. The DRSP anticipates development of approximately 152 ADU's within the project, which is consistent with the County's historic ADU development rates. From a regulation perspective ADU's are limited to a maximum of 1,200 square feet in size. Practically, they are typically limited to 400-600 square feet. Due to size limitations for ADU's if they a have small occupancy numbers – typically less than 2 people. They are often identified as affordable by design and in the case of DRSP provide a significant opportunity for additional affordable housing.

17. Economy – Mix of Land Uses

Regulation/Setting

The South County Area Plan describes an objective to provide a mix of land uses on the subject site (formerly Canada Ranch). The proposed project achieves this objective and updates the anticipated mix of uses to be more relevant to the critical need for housing in SLO County and the State.

Description of Public Benefit

The South County Area Plan describes an objective to provide a mix of land uses on the subject site (formerly Canada Ranch). The proposed project achieves this objective and updates the anticipated mix of uses to be more relevant to the critical need for housing in SLO County and the State.

Description of Public Benefit

The proposed mix of land uses places emphasis on providing housing of all types, sizes, and range of affordability addressing the County and State critical housing shortage. The proposed mix of uses including commercial, park land, open space, and public facilities

contributes to the vision for a neighborhood where residents can live, shop, work, play, and receive education and work skills training.

Additionally, the project proposes to include approximately 6,000 to 8,000 square feet of medical office for providers to serve the community, which to a significant extent must currently travel north or south to neighboring communities to obtain healthcare.

18. Lucia Mar Unified School District (LMUSD) Fees

Regulation/Setting

The maximum amount of school fees for new development of residential and commercial projects are established by State Law. As of the date of this agreement, the LMUSD imposes School Impact Fees in the amount of $4.08 per square foot for residential development and $0.66 per square foot for commercial or industrial development. Under State Law, the current maximum fee that the LMUSD could charge is $5.17 per square foot for residential development and $0.84 per square foot for commercial or industrial development (collectively, the "Statewide Level 1 School Fees"). State Law mandates that the payment of the local effective school impact fee fully mitigates all impacts of a project on local schools.

Description of Benefits

The project applicant and LMUSD have agreed to a School Facilities Funding And Mitigation Agreement related to the DRSP that includes the following terms:

1) For any Dwelling Units outside of Neighborhoods 7, 8, and 9, the developer of such units shall pay the then current Statewide Level 1 School Fee (e.g., currently $5.17 per square foot) plus an additional Dana Reserve Special Mitigation Fee in the amount of sixty-eight cents ($0.68) per square foot. This represents a current increase of approximately 43% above the current LMUSD school impact fee.

2) For any Dwelling Units within Neighborhoods 7, 8, and 9 that are marketed as an active adult community, the developer of such units shall pay the then current Statewide Level 1 School Fee (e.g., currently $5.17 per square foot). This represents a current increase of approximately 27% above the current LMUSD school impact fee. If marketed to the general public rather than marketed as an active adult community, the then such units will also pay the Dana Reserve Special Mitigation Fee described above.

3) For any development that qualifies under state law for the commercial or industrial rate, shall the applicable Statewide School Fee for such development (e.g, currently $0.84 per square). This represents a current increase of approximately 27% above the current LMUSD school impact fee.

4) The project applicant will provide advance funding to LMUSD in the amount of $500,000, which will be credited against future fees to be paid concurrent with issuance of building permits.

5) The project applicant will provide funding to LMUSD in the amount of $175,000 to be used for improvements to the on-site pick-up and drop off areas for schools serving students from the project. Such funding is in addition to future fees and will not be credited against future fees to be paid.

In addition, the project applicant has proposed an Exclusive Negotiation Agreement with the LMUSD to donate the land in Neighborhood 10A to the LMUSD for the construction of affordable housing in Neighborhood 10A to be constructed as required by this Agreement, but to allow such affordable housing units to have a priority for qualifying LMUSD teachers and staff and other public employees before being offered to other qualifying members of the general public.

19. Right Place, Right Time, and Making a Difference in Housing for County Residents and Employers

Regulation/Setting

The County of San Luis Obispo is charged by the State with providing 3,256 residential units during the next eight years per the 6th Cycle Housing Element. This is known as the Regional Housing Needs Assessment (RHNA) obligation to provide housing in the SLO County unincorporated area (the area outside of the seven existing incorporated cities).

The County adopted General Plan and Land Use plans have identified the DRSP site (formerly known as Canada Ranch) as a site for significant development for over 25 years.

Lack of available housing, especially workforce housing, is in critical shortage and impacts the ability for employers to attract and hire talented staff due to extremely high housing costs linked to lack of available housing supply.

Description of Benefits

The DRSP site is located adjacent to existing utility service lines for water, sewer, natural gas, telephone/data, and roads. These can be extended into this site efficiently due to proximity – a circumstance not widely available in the SLO County unincorporated area. The site is adjacent to the NCSD service boundary and identified by the NCSD as a likely location for expansion of their services, another circumstance enabling efficient development of this site. The DRSP is of sufficient size to provide a significant amount of housing to help meet the County RHNA obligations in a variety of unit sizes, configurations, and price ranges including both ownership and rental housing and the other amenities and commercial uses to create a fully functioning neighborhood - a live, work, shop, play and learn environment. This is a rare combination of factors in the unincorporated area of the County and should not be underutilized.

EXHIBIT D

AFFORDABLE/WORKFORCE HOUSING PLAN

1. Deed Restricted Affordable Housing. Land Owner entered into an agreement with a local non-profit housing developer pursuant to which Land Owner will donate the land in Neighborhoods 10A and 10B of the Specific Plan following recordation of the Final Map creating Neighborhoods 10A and 10B. The deed conveying Neighborhoods 10A and 10B shall include a deed restriction requiring that Neighborhoods 10A and 10B be used only for affordable housing purposes. Specifically, Neighborhoods 10A and 10B shall contain a minimum of 156 affordable housing units provided in an equal combination of very low and lower-income levels. The very low-income units shall be shall to households making up to 50% of the County's median income. The lower-income units will be affordable to households making up to 80% of the County's median income. These low and very low-income units shall have an affordable-housing deed restriction for a minimum of 55 years and shall serve as the principal residence for the qualifying household.

2. Affordable-by-Design Housing. Land Owner further proposes and agrees that Neighborhoods 1 and 2 will be developed as affordable by design targeting both moderate and workforce housing levels. Moderate housing is defined as less than 120% of the County median income. Workforce housing is defined as less than 160% of the County median income. Land Owner and County further agree that, for the workforce and moderate units in Neighborhoods 1 and 2, this agreement does not dictate maximum rents nor require income qualified renters, and instead constituents affordable by design requirements that will be provided approximately in the proportions specified below. The parties acknowledge and agree that the number of units providing a specified number of bedrooms may deviate by up to 15%, so long as the maximum square footage for each unit type is maintained and the total number of units remains consistent. Neighborhood 1 is anticipated to be constructed as a rental product consistent with the following standards:

Neighborhood 1: Affordable by Design Units

Unit Type	Max Square Footage	Count	Moderate	Workforce
Studio	450	17	17	0
1 Bedroom Flat	650	35	35	0
2 Bedroom Flat	850	35	35	0
2 Bedroom Flat	1,050	60	0	60
3 Bedroom Flat	1,250	26	0	26
		Total	87	86

Neighborhood 2 may be constructed as a rental or a for-sale product consistent with the following standards:

Neighborhood 2: Affordable by Design Units – For Rent Product

Unit Type	Max Square Footage	Count	Moderate	Workforce
Studio	450	21	21	0
1 Bedroom Flat	650	42	42	0
2 Bedroom Flat	850	42	42	0
2 Bedroom Flat	1,050	74	0	74
3 Bedroom Flat	1,250	31	0	31
		Total	105	105

Neighborhood 2: Affordable by Design Units – For Sale Product

Unit Type	Max Square Footage	Count	Moderate	Workforce
3 Bedroom	1,250 - 1,400	140	0	140
4 Bedroom	1,550	70	0	70
		Total	0	210

When Land Owner submits the Site Plan or Tentative Map for Neighborhoods 1 and 2, it shall also submit a housing plan proposal showing how it will satisfy the requirements in the tables above for moderate and workforce housing units. Following construction and before issuance of final Certificate of Occupancy for the last unit in each of Neighborhoods 1 and 2, Land Owner shall provide documentation to the County of the initial rental rate or initial sales price, as applicable, for each unit in each of Neighborhoods 1 and 2.

Notwithstanding anything to contrary contained herein, Land Owner hereby agrees that not less than 87 units within Neighborhood 1 shall be initially rented at rates that will not exceed the published maximum for moderate housing rents in effect at the time of rental agreement for San Luis Obispo County. In addition, if Neighborhood 2 is developed as a for rent community, Land Owner hereby agrees that not less than 105 units within Neighborhood 2 shall be initially rented at rates that will not exceed the published maximum for moderate housing rents in effect at the time of rental agreement for San Luis Obispo County.

Notwithstanding anything in the above, the Land Owner shall provide in Neighborhoods 1-6 a minimum of 450 dwelling units that are 1,600 square feet or less in floor area.

EXHIBIT E

DOWN PAYMENT ASSISTANCE PROGRAM

Land Owner entered into a contract with the Community Foundation of San Luis Obispo County ("CFSLO") to establish, and agrees that it will establish, a down payment assistance fund in the amount of $3.2 million dollars. The fund shall provide down payment assistance of between 3% and 10% of home price to first-time homebuyers, as outlined below.

The fund administrator shall establish qualification criteria that prioritizes local, first-time homebuyers (first priority to individuals who live or work in the South County (identified by the boundaries of the Lucia Mar Unified School District), children of South County residents, and buyers who can demonstrate a reduction in vehicle miles travelled by living in the DRSP area rather than their existing residence) with a demonstrated need (the "Qualification Criteria").

In addition to the Qualification Criteria outlined above, to qualify for Down Payment Assistance Funding ("DPA Funding"), a qualifying purchaser (a "Qualifying Purchaser") will need to (i) qualify for conventional financing; (ii) fund from unrestricted personal funds a down-payment in the maximum amount purchaser is capable of funding, but in no event not less than at least one and one-half percent (1.5%) of the home purchase price; and (iii) meet any other minimum criteria implemented by the fund administrator and approved by the County.

In no case may DPA Funding be less than three percent (3%) or more than ten percent (10%) of the total home purchase price. DPA Funding is not available for purchase of homes in Neighborhoods 7, 8, or 9.

A Qualifying Purchaser receiving DPA Funding shall enter into a zero interest, zero payment, non-recourse note and deed of trust in favor of CFSLO that will be subordinate to the primary loan as a "silent second" on the property, but shall not be subordinate to any other financing related to home.

The fund administrator shall establish an equity sharing program to be included in the DPA Funding note and deed of trust. The amount of equity sharing shall not exceed a rate of two percent (2%) of the DPA Funding amount per year of ownership, up to ten (10) years. In no event shall the amount due under the equity sharing program exceed more than twenty percent (20%) of the realized gain during the period of ownership.

In the event of a sale or a refinance of the property, then the DPA Funding shall be repaid to CFSLO in accordance with the note and deed of trust. If insufficient funds are available on sale to a bona fide third party after commercially reasonable marketing of the property, then CFSLO may permit a reduction in the repayment amount, including up to a full forgiveness of the note. CFSLO shall record a full satisfaction and release of the DPA Funding note and deed of trust upon satisfaction of the homeowner's repayment obligations.

Any funds repaid to CFSLO shall be used for future DPA Funding consistent with the terms hereof, except that such funds may be used to assist any first-time homebuyers with demonstrated need anywhere within the County.

EXHIBIT F

LOCAL PREFERENCE PROGRAMS

County and Land Owner agree that the implementation of this local preference program for the for-sale housing units initially developed within the Project will help increase the availability of these new residences to persons who live or work within the in South SLO County, which is defined to including the following zip codes: 93449, 93443, 93420, 93444, 93445, and 93401 (otherwise known as the boundaries of the Lucia Mar School District). Any potential purchaser that has documentation of current residency or employment within South SLO County shall be considered a "**Local Buyer**".

A. Local Buyer Program

Builders who construct the initial for-sale housing within each Specific Plan Planning Area (Neighborhood) within the Project (collectively, the "**Initial Home Builders**") are required to undertake commercially reasonable steps to market and promote the availability of for-sale housing within their Planning Area offered by such Initial Builder to Local Buyers for a period of a minimum of thirty (30) days prior to the initial general release of the residences within the applicable Planning Area for sale. As a result of this marketing program, the local preference housing program is intended to promote the access of Local Buyers to these new residences and to reduce the influence of out-of-area investors on housing choice and availability that would otherwise occur.

Local Buyers. Initial Marketing Period to Local Buyers. To the extent and so long as permitted by applicable law, Land Owner hereby agrees, for itself and the Initial Home Builders, that all new for sale residential units constructed by an Initial Builder within a Planning Area shall be marketed first to Local Buyers for a minimum period of thirty (30) days. In connection with the foregoing, each Initial Builder shall implement a marketing plan intended to accomplish the following goals and criteria:

- Advance marketing to Local Buyers, such as through local media, presentations to local groups, and other marketing efforts geared to potential Local Buyers, prior to the initial release of any for-sale residences constructed by such Initial Builder to the larger market. The advance marketing shall instruct potential Local Buyers how to register their names on the Local Buyer Preference List (defined below) for such Planning Area.

- Maintaining an on-going interest list composed of Local Buyers ("**Local Buyer Preference List**") who have expressed interest in the purchase of a new residence from the affected Initial Builder within its Planning Area. Each Initial Builder shall maintain a separate interest list for its Planning Area and shall add Local Buyers who subsequently express interest to the Initial Builder in purchasing within the applicable Planning Area to the Local Buyer Preference List for that Planning Area. Each of the Initial Home Builders also agree to add to its Local Buyer Preference List the names of additional Local Buyers that are provided by the County.

- At least thirty (30) days prior to the release of any for-sale residences constructed by such Initial Builder to the general public, the Initial Builder will contact all Local Buyers on the applicable Local Buyer Preference List regarding the pending release of such for-sale residences within the Planning Area. Local Buyers on the Local Buyer Preference List shall be informed of the projected release date of such residences to the general public.

- Following the expiration of the 30-day initial local marketing period, then, any residential units that are not under contract or reserved for purchase by a Local Buyer shall be available for purchase by any member of the public without further restriction or priority on a first come, first served basis.

- In addition to notifying Local Buyers on the Local Buyer Priority List, during such 30-day period, each Initial Builder will conduct affirmative outreach, including the use of local marketing channels to advertise the availability of the new residences, including use of such tools as direct mail, email, online and social media ads, radio, TV, promotional events, and outreach to local real estate agents, brokers, and realtors, and other standard, local commercial marketing tools, as applicable and appropriate. The Initial Home Builders agree that they will use commercially reasonable efforts to have all marketing tools used during such 30 day period will be limited in scope so that they are intended to target only Local Buyers. County agrees to assist with the coordination of local outreach as well upon request, including through the Chamber of Commerce and the County's economic development efforts, and thereby amplify the reach of the local marketing efforts of the Initial Home Builders.

- Each Initial Builder will also host at least two events during the thirty day period applicable to its Planning Area in order to promote the availability of its new residences to Local Buyers.

Nothing herein shall preclude the Initial Builders from taking all reasonable actions necessary to facilitate the sale of units within the Project on a timely basis as soon as they become available for purchase subject only to the requirement that such actions must not be inconsistent with the specific timing requirements of this Local Preference Program and applicable law. County and the Initial Builders acknowledge that the operation of the interest list and Local Preference Program have been structured to be compliant with and are intended to be compliant with applicable state and federal laws and such programs shall be subject thereto and to any limitations or restrictions upon such programs imposed by applicable law. The Initial Builders shall, upon request of the County from time to time, update the County on its implementation of the Local Preference Program.

B. Local Hire Program

County and Land Owner agree to implement a local hiring program to facilitate the hiring of those local contractors, employees, and tradespeople that have a place of business located within the County or the northern portion of Santa Barbara County who Land Owner or another entity that undertakes initial construction a building within the Project (the "**Initial Builders**")

determine have the necessary qualifications and who are selected on a competitive bid basis ("**Local Workers**").

The first Initial Builder to commence development within the Project shall be required to establish and implement a reasonable methodology, subject to County's reasonable approval, for identifying and facilitating the use of Local Workers on the construction of their portion of the Project. The details of the initial standard program targeting Local Workers will be subject to approval by Land Owner and County prior to issuance of the first grading permit for the Property. The Initial Builder shall also provide a copy of the initial program to County Counsel by mail and email. County shall respond in writing to any submission by the Initial Builder concerning the terms of the standard Local Worker program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request. The Initial Builders will be required to include confirmation of compliance with the Local Worker program requirements for the prior year as a part of their annual reporting required under the Development Agreement during their construction within the Project. The Local Worker program shall include provisions intended to inform Local Workers, local contractors' associations, and other similar local organizations of tradespeople about the contracting and employment opportunities at the Project prior to the commencement of that work. Each Initial Builder shall either implement the standard program which has been preapproved by the County, or it may elect to craft an alternative Local Worker program, tailored to the Initial Builder's portion of the Project, with such alternative program subject to approval by the County before issuance of the first building permit to that Initial Builder with respect to the applicable Neighborhood. Each Initial Builder so using one shall also provide a copy of the alternative program to County Counsel by mail and email. County shall respond in writing to any such Initial Builder request for modification to the standard program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request.

C. General Provisions Related to Local Preference Programs

City and Land Owner acknowledge that these Local Preference Programs will accomplish several important objectives, including: 1) ensure that the increased housing generated by this development of the Property will allow Local Buyers to reduce their commuting distances, reducing the County's greenhouse gas emissions, improving local traffic and air quality, and contributing to a better quality of life for the community; 2) reduce competition from investors outside of the community in the initial offering and sales of these new residences to Local Buyers during the Initial Local Marketing Period; and 3) provide Local Buyers with an enhanced opportunity to contract for and build the new residences and other improvements contemplated for the Property, with resulting benefit to the surrounding community's economy by adding new local jobs and economic opportunities in addition to the increased housing stock.

The only party with the right to monitor and enforce these Local Preference Programs is the County and the County's sole remedy for an alleged violation of this provision shall be injunctive relief; provided that, in no event, shall any pending sale to an innocent third party purchaser be enjoined or delayed based upon a claimed violation of the Local Preference Program or any challenge to the Local Preference Program, and any remedy for a violation of the

Local Preference Program or any challenge to the Local Preference Program shall impact only a future sale(s) and not any innocent third party purchaser who has previously entered into a purchase agreement for a residential unit. In any event, all damage remedies are hereby specifically waived and will not apply to the administration and enforcement of this Local Preference Program. The County and Land Owner acknowledge that there are no intended third party beneficiaries of this program and that Local Buyers and Local Workers shall not have any right or standing to enforce the local preference program against any Initial Builder, and that all enforcement of this program shall be limited to actions of the County. Notwithstanding anything herein that appears to be to the contrary, in no event shall a default or breach of the provisions of this Local Preference Program by one Initial Builder affect the rights or obligations of another Initial Builder and all such rights and obligations shall be separate and distinct and there shall be no cross-default between or among builders. In the event that the County determines that any Initial Builder is not in compliance with the Local Preference Program requirements applicable to that Initial Builder, it shall provide written notice of the claimed violation, identifying the alleged violation(s) with reasonable specificity. The Initial Builder receiving such notice shall then have ten (10) business days to cure such violation, unless such violation would reasonably require more than ten (10) business days to complete such cure, in which event, the Initial Builder shall have such additional time to complete its cure as reasonably necessary so long as such Initial Builder is at all times diligently pursuing the completion of that cure. If the Initial Builder remains in violation of the local preference program following expiration of the applicable cure period, then the County may thereafter bring an action to enjoin any further violation and, if successful, recover its reasonable attorneys' fees incurred in connection therewith.

EXHIBIT G
RELOCATION OF NIPOMO COMMUNITY DOG PARK

Prior to recordation of the Final Map, Land Owner will make a one-time payment to the County in the amount of Ninety-two Thousand One Hundred Dollars ($92,100.00) to assist in the funding of the costs associated with relocating the Nipomo Community Dog Park from its current location to the proposed new location as shown in Figure 2-5 of the Nipomo Community Park Master Plan. Funded costs may include fencing, surveying the property, purchasing wood chips and weed mats, and installation of a water line.

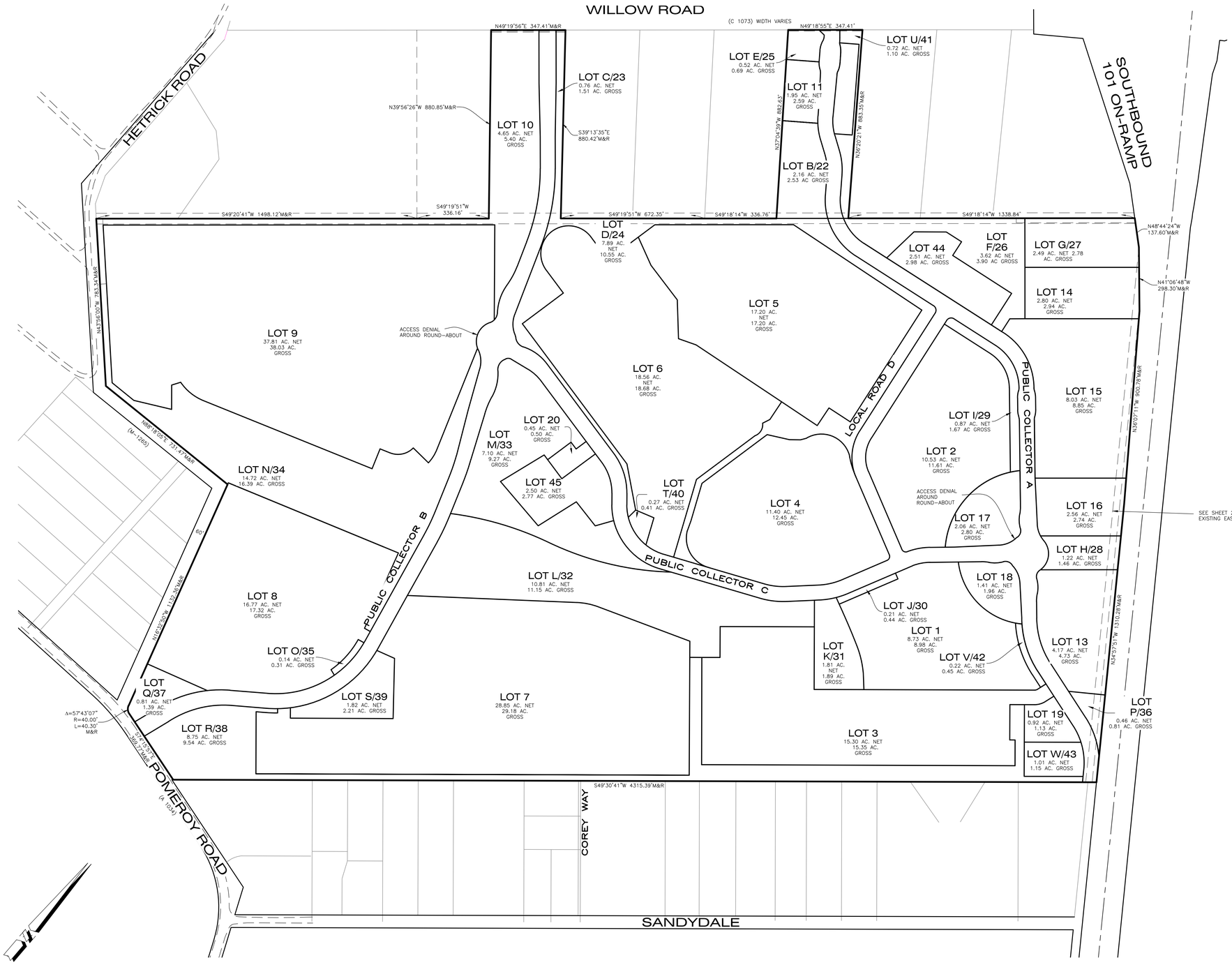
The new location is approximately 42,000 square feet in size and the County anticipates that the improvements would include the following:

- Perimeter fencing
- Separate play areas for small and large dogs, including double-entry gates
- Access to water
- Wood chip surface
- Trash receptables and "mutt-mitt" stations
- Park benches
- Shading from established historic oak trees

DANA RESERVE

VESTING TENTATIVE

TRACT NO. 3159



GRAPHIC SCALE

200 0 100 200 400

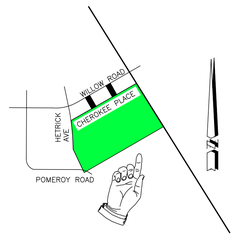
(IN FEET)

1 inch = 200 ft.

LOT SUMMARY

	LOT	TYPE	NET AC.	GROSS AC.
PRIVATE LOTS	LOT 1	NEIGHBORHOOD 1 – MULTI FAMILY RESIDENTIAL	8.73	8.98
	LOT 2	NEIGHBORHOOD 2 – MULTI FAMILY RESIDENTIAL	10.53	11.61
	LOT 3	NEIGHBORHOOD 3 – SINGLE FAMILY RESIDENTIAL	15.30	15.35
	LOT 4	NEIGHBORHOOD 4 – SINGLE FAMILY RESIDENTIAL	11.40	12.45
	LOT 5	NEIGHBORHOOD 5 – SINGLE FAMILY RESIDENTIAL	17.20	17.20
	LOT 6	NEIGHBORHOOD 6 – SINGLE FAMILY RESIDENTIAL	18.56	18.68
	LOT 7	NEIGHBORHOOD 7 – SINGLE FAMILY RESIDENTIAL	28.85	29.18
	LOT 8	NEIGHBORHOOD 8 – SINGLE FAMILY RESIDENTIAL	16.77	17.32
	LOT 9	NEIGHBORHOOD 9 – SINGLE FAMILY RESIDENTIAL	37.81	38.03
	LOT 10	RURAL RESIDENTIAL	4.65	5.40
	LOT 11	SHERIFF STATION LOT	1.95	2.59
	LOT 13	FLEX COMMERCIAL	4.17	4.73
	LOT 14	FLEX COMMERCIAL	2.80	2.94
	LOT 15	FLEX COMMERCIAL	8.03	8.85
	LOT 16	FLEX COMMERCIAL	2.56	2.74
	LOT 17	VILLAGE COMMERCIAL	2.06	2.80
	LOT 18	VILLAGE COMMERCIAL	1.41	1.96
	LOT 19	VILLAGE COMMERCIAL	0.92	1.13
	LOT 20	RECREATION	0.45	0.50
	LOT 44	NEIGHBORHOOD 10A – MULTI FAMILY RESIDENTIAL	2.51	2.98
	LOT 45	NEIGHBORHOOD 10B – MULTI FAMILY RESIDENTIAL	2.50	2.77
HOA–COMM LOTS	LOT B–22	FIRE STATION LOT	2.16	2.53
	LOT C/23	OPEN SPACE – HOA	0.76	1.51
	LOT D/24	OPEN SPACE – HOA	7.89	10.55
	LOT E/25	LANDSCAPE – HOA	0.52	0.69
	LOT F/26	OPEN SPACE – HOA	3.65	3.90
	LOT G/27	DRAINAGE BASIN – HOA	2.49	2.78
	LOT H/28	DRAINAGE BASIN – HOA	1.22	1.46
	LOT I/29	OPEN SPACE – HOA	0.87	1.67
	LOT J/30	OPEN SPACE – HOA	0.21	0.44
	LOT K/31	OPEN SPACE – HOA	1.81	1.89
	LOT L/32	OPEN SPACE – HOA	10.81	20.43
	LOT M/33	PARK – HOA	7.10	9.27
	LOT N/34	OPEN SPACE – TRAILS – HOA	14.72	11.15
	LOT O/35	OPEN SPACE – TRAILS – HOA	0.14	0.31
	LOT P/36	DRAINAGE BASIN – HOA	0.46	0.46
	LOT Q/37	OPEN SPACE & DRAINAGE BASIN – HOA	0.81	1.39
	LOT R/38	OPEN SPACE, TRAILS & DRAINAGE BASIN – HOA	8.76	9.54
	LOT S/39	OPEN SPACE – HOA	1.82	2.21
	LOT T/40	DRAINAGE BASIN – HOA	0.27	0.41
	LOT U/41	LANDSCAPE – HOA	0.72	1.10
	LOT V/42	OPEN SPACE – TRAILS	0.22	0.22
	LOT W/43	RECREATION – HOA	1.01	1.15

TOTAL PROJECT AREA = 288.23 ACRES



VICINITY MAP

NOT TO SCALE

SHEET INDEX

SHEET 1	OVERALL SITE PLAN
SHEET 2	LOT DETAIL
SHEET 3	DETAILS PHASING PLAN

BOUNDARY INFORMATION

BOUNDARY BASED ON RECORD OF SURVEY PERFORMED BY MBS LAND SURVEYS AND RECORDED IN VOLUME 115, PAGE 92 INDICATED AS "R".

BENCHMARK

CONSTRUCTION SURVEY CONTROL POINT NUMBER 13, BEING A 5/8" REBAR PER CONSTRUCTION SURVEY CONTROL MAP PREPARED BY RRM DESIGN GROUP FOR THE WILLOW ROAD EXTENSION PHASE 1.
ELEVATION=393.68'

TOPOGRAPHY:

TOPOGRAPHIC INFORMATION FROM AN AERIAL SURVEY BY CENTRAL COAST AERIAL MAPPING
710 FIERO LANE, #24
SAN LUIS OBISPO, CA 93401 805-543-4307
PROJECT NO. 2017-4004

FLOOD ZONE:

FEMA FLOOD ZONE X PER PANEL NO. 06079CL617G AND 06079CL636G

UTILITIES

SEWER – NIPOMO COMMUNITY SERVICES DISTRICT
WATER – NIPOMO COMMUNITY SERVICES DISTRICT
ELECTRIC – PG&E
GAS – SOUTHERN CALIFORNIA GAS COMPANY
TELEPHONE – AT&T
CABLE TV – CHARTER COMMUNICATIONS

OWNERS

NKT DEVELOPMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND DANA RESERVE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND
646 CHEROKEE PLACE, LLC
684 HIGUERA STREET,
SAN LUIS OBISPO, CA 93401

JOSE G. DIAZ
590 CHEROKEE PLACE
NIPOMO, CA. 93444

SITE DATA

NO CURRENT ADDRESS
TOTAL ACREAGE: 288.27
APN: 091-301-073, 029 AND 031

LEGAL DESCRIPTION

PARCEL 1 OF PARCEL MAP CO-89-389, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED FEBRUARY 28, 1992, IN BOOK 49 AT PAGE 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION, RECORDED OCTOBER 18, 2011 AS DOCUMENT NO. 2011-051759 OF OFFICIAL RECORDS.

INCLUDING, PARCEL B OF PARCEL MAP CO-73-436, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED AUGUST 15, 1974, IN BOOK 15 AT PAGE 26 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO INCLUDING, PARCEL B OF PARCEL MAP CO-74-55, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED AUGUST 15, 1974, IN BOOK 15 AT PAGE 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CIVIL ENGINEER:

RRM DESIGN GROUP
3765 HIGUERA STREET
SAN LUIS OBISPO, CA 93401
805-543-1794 RCAMACHO@RRMDESIGN.COM
CONTACT: ROBERT CAMACHO, RCE

LAND SURVEYOR:

MBS LAND SURVEYS
3559 HIGUERA STREET
SAN LUIS OBISPO, CA 93401
805-594-1960 mike@mbslandsurveys.com
MICHAEL B. STANTON, PLS 5201

LICENSED LAND SURVEYOR
MICHAEL B. STANTON
LIC. NO. 5702
STATE OF CALIFORNIA

7/18/23

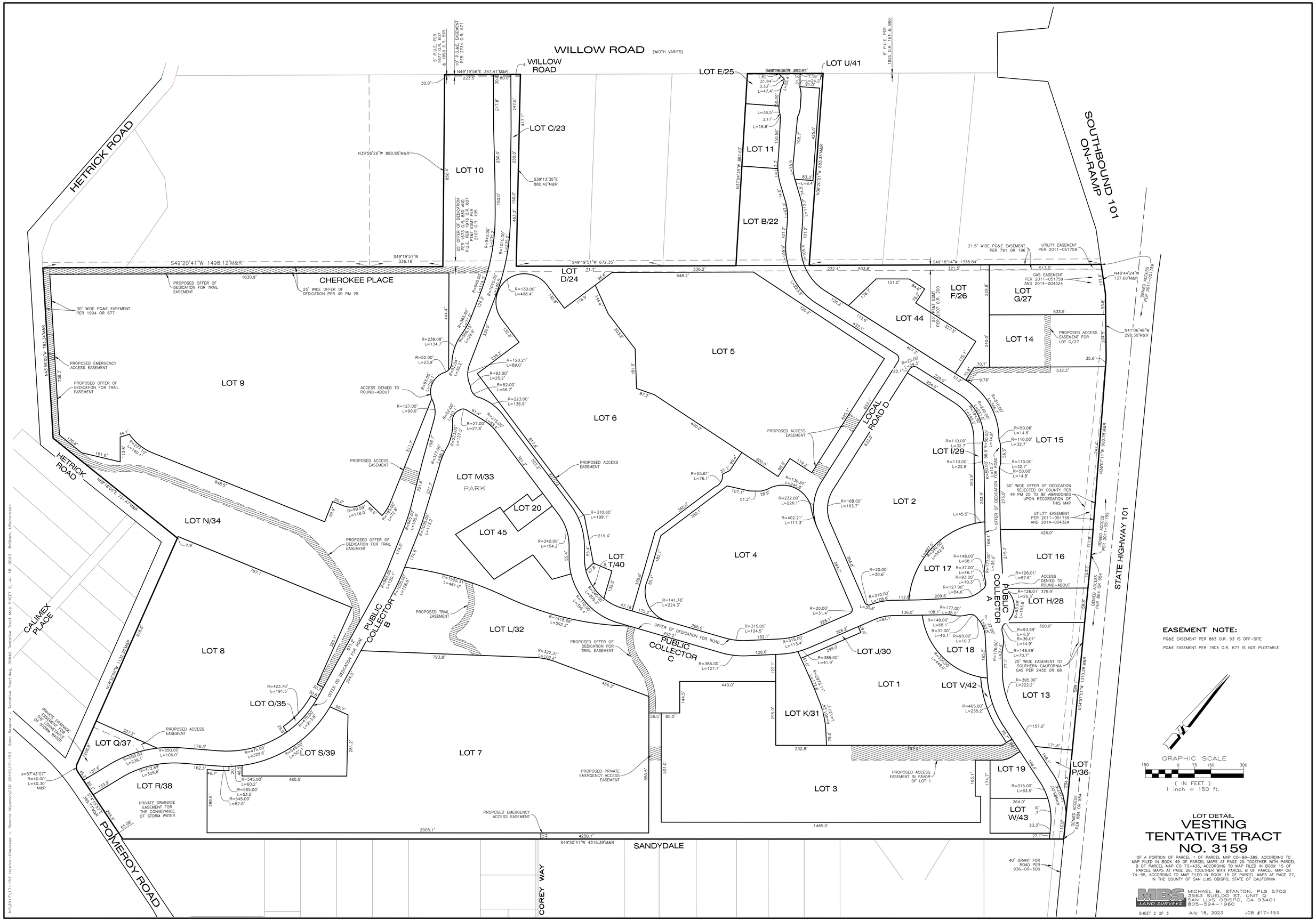
VESTING TENTATIVE TRACT NO. 3159

OF A PORTION OF PARCEL 1 OF PARCEL MAP CO-89-389, ACCORDING TO MAP FILED IN BOOK 49 OF PARCEL MAPS AT PAGE 25 TOGETHER WITH PARCEL B OF PARCEL MAP CO 73-436, ACCORDING TO MAP FILED IN BOOK 15 OF PARCEL MAPS AT PAGE 26, TOGETHER WITH PARCEL B OF PARCEL MAP CO 74-55, ACCORDING TO MAP FILED IN BOOK 15 OF PARCEL MAPS AT PAGE 27, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

MBS LAND SURVEYS
MICHAEL B. STANTON, PLS 5702
3559 S. HIGUERA STREET
SAN LUIS OBISPO, CA 93401
805-594-1960

SHEET 1 OF 3 July 18, 2023 JOB #17-153

N:\2017\17-153 Hetrick-Cherokee - Rancho Nipoma\C3D 2019\17-153 Dana Reserve - Tentative Tract.dwg, 30X42 Tentative Tract Map SHEET 1, Jul 18, 2023 8:09am, Lkichardson


WILLOW ROAD (WIDTH VARIES)
WILLOW ROAD
HETRICK ROAD
SOUTHBOUND 101 ON-RAMP
CHEROKEE PLACE
HETRICK ROAD
CALIMEX PLACE
POMEROY ROAD
SANDYDALE
COREY WAY
STATE HIGHWAY 101
PUBLIC COLLECTOR A
PUBLIC COLLECTOR B
PUBLIC COLLECTOR C
LOCAL ROAD D
LOT 10
LOT C/23
LOT 11
LOT E/25
LOT U/41
LOT B/22
LOT D/24
LOT F/26
LOT G/27
LOT 44
LOT 14
LOT 5
LOT 9
LOT 6
LOT M/33
PARK
LOT 20
LOT 45
LOT T/40
LOT 4
LOT 2
LOT I/29
LOT 15
LOT 17
LOT 16
LOT H/28
LOT 18
LOT J/30
LOT 13
LOT V/42
LOT 1
LOT K/31
LOT 3
LOT P/36
LOT W/43
LOT 19
LOT N/34
LOT 8
LOT L/32
LOT O/35
LOT Q/37
LOT S/39
LOT R/38
LOT 7
S49°20'41"W 1498.12'M&R
S49°19'51"W 336.16'
S49°19'51"W 672.35'
S49°18'14"W 1338.84'
N49°19'56"E 347.41'M&R
N39°56'26"W 880.85'M&R
S39°13'35"E 880.42'M&R
N37°04'39"W 882.63'
N36°20'21"W 883.35'M&R
N43°32'36"W 1152.39'M&R
N41°06'48"W 298.30'M&R
N48°44'24"W 137.60'M&R
N36°07'11"W 800.78'M&R
N43°57'51"W 1310.28'M&R
N49°15'57"W 244.4'M&R
S49°30'41"W 4315.39'M&R
N25°55'00"W 783.34'M&R
N89°16'05"E 731.47'M&R
30' WIDE PG&E EASEMENT PER 1904 OR 677
PROPOSED OFFER OF DEDICATION FOR TRAIL EASEMENT
25' WIDE OFFER OF DEDICATION PER 49 PM 25
PROPOSED EMERGENCY ACCESS EASEMENT
PROPOSED ACCESS EASEMENT
ACCESS DENIED TO ROUND-ABOUT
PROPOSED TRAIL EASEMENT
OFFER OF DEDICATION FOR ROAD
PROPOSED OFFER OF DEDICATION FOR TRAIL EASEMENT
PROPOSED PRIVATE EMERGENCY ACCESS EASEMENT
PROPOSED ACCESS EASEMENT IN FAVOR OF LOT 1
PRIVATE DRAINAGE EASEMENT FOR THE CONVEYANCE OF STORM WATER
PROPOSED ACCESS EASEMENT FOR LOT G/27
25' P.G.&E. EASEMENT PER 2107 O.R. 200
5' P.U.E. PER 1977 O.R. 607 & 1898 O.R. 569
11' P.G.&E. EASEMENT PER 2734 O.R. 571
5' P.U.E. PER 1825 O.R. 164 & 860
25' OFFER OF DEDICATION RE-RECORDED P.U.E. PER 1976 O.R. 607 & 2734 O.R. 571 & 2107 O.R. 195
21.5' WIDE PG&E EASEMENT PER 791 OR 196
UTILITY EASEMENT PER 2011-051759
GAS EASEMENT PER 2011-051759 AND 2014-004324
DENIED ACCESS PER 2011-051759
50' WIDE OFFER OF DEDICATION REJECTED BY COUNTY PER 49 PM 25 TO BE ABANDONED UPON RECORDATION OF THIS MAP
UTILITY EASEMENT PER 2011-051759 AND 2014-004324
DENIED ACCESS PER 884 OR 554
20' WIDE EASEMENT TO SOUTHERN CALIFORNIA GAS PER 2430 OR 68
40' GRANT FOR ROAD PER 936-OR-500
EASEMENT NOTE:
PG&E EASEMENT PER 863 O.R. 53 IS OFF-SITE
PG&E EASEMENT PER 1904 O.R. 677 IS NOT PLOTTABLE
GRAPHIC SCALE
150 0 75 150 300
(IN FEET)
1 inch = 150 ft.
LOT DETAIL
VESTING TENTATIVE TRACT NO. 3159
OF A PORTION OF PARCEL 1 OF PARCEL MAP CO-89-389, ACCORDING TO MAP FILED IN BOOK 49 OF PARCEL MAPS AT PAGE 25 TOGETHER WITH PARCEL B OF PARCEL MAP CO 73-436, ACCORDING TO MAP FILED IN BOOK 15 OF PARCEL MAPS AT PAGE 26, TOGETHER WITH PARCEL B OF PARCEL MAP CO 74-55, ACCORDING TO MAP FILED IN BOOK 15 OF PARCEL MAPS AT PAGE 27, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA
MBS LAND SURVEYS
MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960
SHEET 2 OF 3 July 18, 2023 JOB #17-153
N:\2017\17-153 Hetrick-Cherokee - Rancho Nipomo\CSD 2019\17-153 Dana Reserve - Tentative Tract.dwg, 30X42 Tentative Tract Map SHEET 2, Jul 18, 2023 8:09am, LRichardson

DANA RESERVE

VESTING TENTATIVE
TRACT NO. 3159



PHASE DETAILS

PHASE 1 FRONTAGE ROAD IMPROVEMENTS, PUBLIC UTILITY CONNECTIONS, ONSITE PUBLIC ROADS (FRONTAGE TO WILLOW ROAD INCLUDING INTERSECTIONS AND RETURNS FOR FUTURE NEIGHBORHOOD CONNECTIONS), EQUESTRIAN/PEDESTRIAN PATHS AND PUBLIC DRAINAGE FACILITIES

PHASE 2 ONSITE PUBLIC ROADS (POMEROY TO WILLOW ROAD INCLUDING INTERSECTIONS, RETURNS FOR FUTURE NEIGHBORHOOD CONNECTIONS AND CHEROKEE PLACE), EQUESTRIAN/PEDESTRIAN PATHS, PUBLIC UTILITY CONNECTIONS INCLUDING LIFT STATIONS AND PUBLIC DRAINAGE FACILITIES

PHASE 3 ONSITE PUBLIC ROADS, PUBLIC UTILITY CONNECTION INCLUDING, PUBLIC PARK AND PUBLIC DRAINAGE FACILITIES

PRELIMINARY PHASING PLAN

SCALE: 1"=200'

PHASING PLAN

VESTING TENTATIVE TRACT NO. 3159

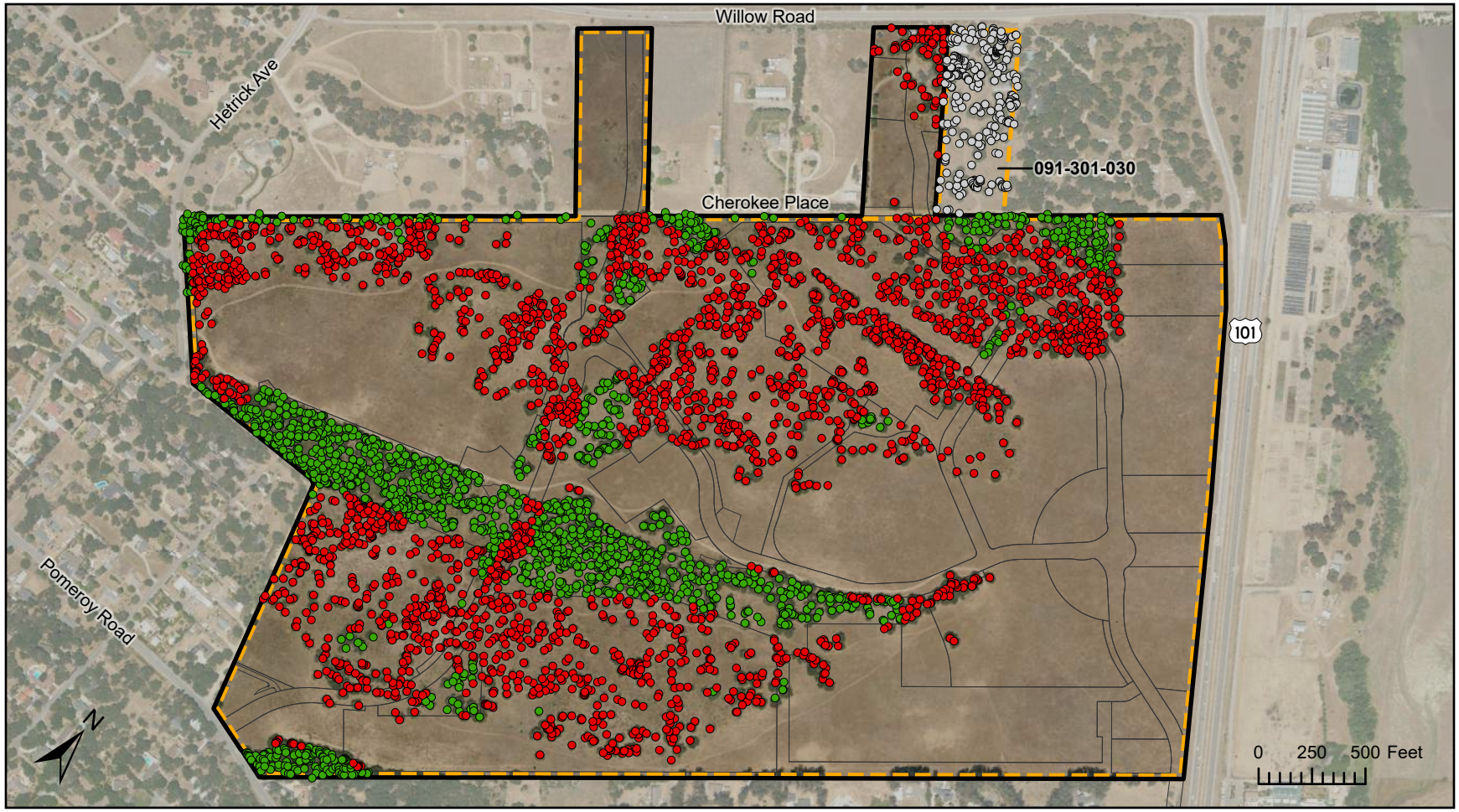
OF A PORTION OF PARCEL 1 OF PARCEL MAP CO-89-389, ACCORDING TO MAP FILED IN BOOK 49 OF PARCEL MAPS AT PAGE 25 TOGETHER WITH PARCEL B OF PARCEL MAP CO 73-436, ACCORDING TO MAP FILED IN BOOK 15 OF PARCEL MAPS AT PAGE 26, TOGETHER WITH PARCEL B OF PARCEL MAP CO 74-55, ACCORDING TO MAP FILED IN BOOK 15 OF PARCEL MAPS AT PAGE 27, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

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SHEET 3 OF 3 July 27, 2023 JOB #17-153

N:\2017\17-153 Hetrick-Cherokee - Rancho Nipomo\C3D 2019\17-153 Dana Reserve - Tentative Tract.dwg, 30X42 Tentative Tract Map SHEET 3, Jul 27, 2023 2:59pm, LRichardson

Figure 1. Dana Reserve - Planning Commission Recommended Project Oak Tree Impacts



Legend

Planning Commission (PC) Recommended Project Lot Layout*

DRSP Project Boundary

Staff Alternative Plan (Staffv.1) and PC Recommended Project Boundary

On-Site Oak Tree Status

- To Be Removed (3,144)
- To Be Retained (1,784)
- To Be Avoided (269)

Dana Reserve
Map Center: 35.04672°N 120.50333°W
Nipomo, San Luis Obispo County

Imagery Source: USDA NAIP, 05/13/2022
*Lot layout from RRM Design Group, 12/05/2023

ALTHOUSE AND MEADE, INC.
BIOLOGICAL AND ENVIRONMENTAL SERVICES

Map Updated:
April 03, 2024 09:37 AM by SAF