COUNTY OF SAN LUIS OBISPO
Department of Public Works
John Diodati, *Director*

March 1, 2024

HAND DELIVERY

City of San Luis Obispo
Attn: Robert Hill
990 Palm Street
San Luis Obispo CA 93401-3249

Subject: County of San Luis Obispo – Bob Jones Pathway "Gap Closure" Project
WBS #320096, Parcel 22-12.01,03,07, APN(s) 076-061-075, -078 and 076-121-018

Dear Mr. Hill:

The County of San Luis Obispo (County) hereby offers to purchase from the City of San Luis Obispo (City) a Permanent Easement and a Temporary Construction Easement over portions of City property along South Higuera Street, San Luis Obispo, otherwise identified as Assessor's Parcel Number(s) 076-061-075, 07-061-078 and 076-121-018, for the Bob Jones Pathway "Gap Closure" Project (Project).

As you are aware, the Bob Jones Pathway is a multi-year County project that is widely supported by the community. Construction of the Project, funded by grants, will close the pathway "gap" between two existing sections of the Bob Jones multi-use pathway by connecting their current termini trailheads – Ontario Road Trailhead at the north edge of Pismo Beach/Avila Valley and Octagon Barn Trailhead at the south edge of the City of San Luis Obispo.

This new segment of the pathway will be approximately 4.5 miles in length and is a part of the overall City to Sea Trail. This pathway fills an essential link in the County's bicycle transportation network and provides people of all abilities a transportation choice for bicycling and walking to work, school, and community destinations, and provides access through natural and agricultural areas for recreation and exercise.

The requested Permanent Easement is necessary for the construction of the pathway. The Temporary Construction Easement is required to support construction operations, including storage and stockpile space, within the project area.

Enclosed are the following documents outlining the County's offer to purchase the necessary real property rights:

- Summary Statement relating to the Purchase of Real Property or an Interest Therein.
- Right of Way Appraisal Summary Statement (with Principal Transactions).
- Easement Agreement describing the terms of the transaction, the permanent easement, and the Temporary Construction Easement.
- Property Owner's Information Pamphlet
- Internal Revenue Service Request for Taxpayer Identification Number (Form W-9)

I am available to meet with you at your convenience to discuss the proposed transaction and review the enclosed documents. I am also available to serve as Notary Public for the required signatures. Please contact me at (805) 781-5290 to arrange a meeting.

Sincerely,

VMoore

VALERIE MOORE, SR/WA
Right of Way Agent

c: Aaron Yonker, Project Manager

File: Bob Jones Pathway "Gap Closure" Project WBS #320096

G:/RightofWay/BJP/Offer Ltr rev City of SLO.doc

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

Bob Jones Pathway "Gap Closure" Project
Date: June 12, 2023
Project No. 320096
Parcel(s) 22-12.01,03,07, APN(s) 076-061-075, -078 and 076-121-018

The County of San Luis Obispo (County) Bob Jones "Gap Closure" Project (Project) will close the gap between the two existing sections of the Bob Jones multi-use pathway by connecting termini trailheads. The pathway, which is non-vehicular, except for emergency vehicle traffic, provides a transportation choice for bicycling and walking while providing access through natural and agricultural areas for recreation and exercise.

A portion of your property located on South Higuera Street is within the Project area and is also identified by the County Assessor as Parcel No(s). 076-061-075, -078 and 076-121-018. A Permanent Easement and a Temporary Construction Easement are required to provide the additional easement area and temporary work area necessary for construction of the Project.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the County Real Property Acquisition Policy require that each owner from whom the County purchases real property or an interest therein or each tenant owning improvements on said property be provided with at a minimum, a summary of the valuation of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which may be allocable to any period subsequent to the passage of title or possession.

2. The County will offer to purchase any remnant created by the proposed acquisition and considered by the County to be an uneconomic unit which is owned by you or, if applicable, occupied by you as a tenant and which is contiguous to the land being conveyed.

3. All buildings, structures, fences, and other improvements affixed to the land described in the referenced conveyance document covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interests to be acquired are:

Parcel 22-12.01 (APN 076-061-075)
Perpetual Easement: 0.40± acre (17,500± sq ft)
Temporary Construction Easement: 2.35± acres (102,230± sq ft)

Parcel 22-12.03 (APN 076-061-078)
Perpetual Easement: 0.24± acre (10,670± sq ft)
Temporary Construction Easement: 0.72± acre (31,380± sq ft)

Parcel 22-12.07 (APN 076-121-018)
Perpetual Easement: 0.22± acre (9,520± sq ft)
Temporary Construction Easement: 0.25± acre (11,010± sq ft)

as further described in the attached Easement Agreement and related Exhibit(s).

4. The market value of the interest being purchased is based upon a valuation which is summarized on the attached Summary of Salient Facts and Conclusions (Appraisal Summary Statement) and such amount:

a. Represents the full amount of the appraisal of just compensation for the property rights to be purchased; and

b. Is not less than the approved appraisal of the fair market value of the property as improved; and

c. Disregards any decrease or increase in the fair market value of the interest in real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the County.

5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the Department will pay for the actual reasonable costs up to five thousand dollars ($5,000) subject to the following conditions:

a. You, not the County, must order the appraisal. Should you enter into a contract with the selected appraiser, the Department will not be a party to the contract;

b. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA);

c. Appraisal cost reimbursement requests must be made in writing, and submitted to the County at: Public Works Department, County Government Center, Room 206, San Luis Obispo, CA 93408 within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to the County concurrent with submission of the Appraisal Cost Reimbursement Agreement. The costs must be reasonable and justifiable.

6. The owner of a business conducted on a property to be acquired or conducted on the remaining property which will be affected by the purchase of the required temporary interest in property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the ability of said business to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the County's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

8. You are entitled to receive all benefits that are available through voluntary donation to the County of all or part of your interest in the real property sought to be acquired by the County.

COUNTY OF SAN LUIS OBISPO – DEPARTMENT OF PUBLIC WORKS

RIGHT OF WAY APPRAISAL SUMMARY STATEMENT

Bob Jones Pathway "Gap Closure" Project

Date: June 12, 2023

Project No. 320096 Parcel(s) 22-12.01,03,07, APN(s) 076-061-075, -078 and 076-121-018

1. Name of owner: City of San Luis Obispo

2. Property interests to be acquired: Perpetual Easement and Temporary Construction Easement. Enclosed herewith is the proposed Perpetual Easement and Temporary Construction Easement Agreement, more particularly describing the property interests, the location, and the terms of the transaction.

3. Total Value of the property interests to be acquired: Rounded $67,700.00

a) Title Interest, Area, and Value of land to be acquired:

Parcel 22-12.01 (APN 076-061-075)	
Perpetual Easement: 0.40± acre x $45,000/acre x 90% fee	$ 16,200
Temporary Construction Easement: 2.35± acre x $3,000/ac/yr. x 3 yrs.	$ 21,150
Parcel 22-12.03 (APN 076-061-078)	
Perpetual Easement: 0.24± acre x $45,000/acre x 90% fee	$ 9,720
Temporary Construction Easement: 0.72± acre x $3,000/ac/yr. x 3 yrs	$ 6,480
Parcel 22-12.07 (APN 076-121-018)	
Perpetual Easement: 0.22± acre x $45,000/acre x 90% fee	$ 8,910
Temporary Construction Easement: 0.25± acre x $3,000/ac/yr. x 3 yrs	$ 2,250

b) Value of Improvements in acquisition area: None

c) Severance Damage to remainder due to proposed acquisition & construction:

Parcel 22-12.01 0.47± acre x $45,000/ac x 10% fee	$ 2,115
Parcel 22-12.03 0.10± acre x $45,000/ac x 10% fee	$ 450
Parcel 22-12.07 0.10± acre x $45,000/ac x 10% fee	$ 450

d) Amount of Benefits: None

4. JUST COMPENSATION FOR ACQUISITION (as described above): (Rounded) $67,700.00

BASIS OF APPRAISAL - Basic Property Data:

Date of Value: March 2, 2023 Applicable zoning: Agriculture (AG)

Highest and Best Use: Rural Residential/Agriculture Production

1. The market approach is based upon the consideration of comparable land sales for valuation of the described real property.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation and has been found to be inapplicable to this valuation.

3. The income approach is based on a consideration of net operating income and market-based capitalization rates and is not applicable.

This Appraisal Summary Statement is presented in compliance with Federal and State law and is derived from an appraisal prepared by Public Works Staff.

Comparable Sales and Listings Summary

Sales	Subject Larger Parcel	1	2	3	4
Location	4677 S. Higuera Street SLOSLO	4860 Camp 8 Road NCELPO	1020 O'Conner Way SLOSLO	3625 Templeton Road NCELPO	0 Kiler Canyon Road NCADEL
Area	San Luis Obispo	Paso Robles	San Luis Obispo	Atascadero	Paso Robles
APN(s)	076-061-075, 076-061-078, 076-121-018	035-391-001, 035-381-034, 035-381-035, 035-381-037	067-061-042	034-421-035	026-342-049
Date of Value	3/3/2023	5/27/2022	8/31/2022	12/6/2022	7/22/2022
Price		$2,750,000	$3,800,000	$1,100,000	$1,149,000
Document No.		2022-022759	2022-034976	2022-047040	2022-030193
Doc. Stamps		$3,025.00	$4,180.00	$1,180.85	$1,263.90
Grantor		Wilkens	Vanherweg	Heilmann	Wolf
Grantee		Camp 8 Partners, LLC	Stapleman	Hendrix	Fields
Parcel Size	76.21	160.99	107.30	52.34	43.20
Present Use	Vacant	AG/Rural	AG/Rural	AG/Rural	AG/Rural
Zoning	AG	AG	AG	AG	AG
Improvments	None	Vineyard, Shop, MH	Avocado Trees, Barns	MH, fencing	Vineyard
Imp value		$1,500,000	$1,500,000	$100,000	$250,000
Net Value		$1,250,000	$2,300,000	$1,000,000	$899,000
Price per Acre		$17,082	$35,415	$21,016	$26,597
Price per Sq Ft (land)		$0.39	$0.81	$0.48	$0.61
Topography	Slight Slope	$0.00	$0.00	$0.00	$0.00
Utilities	None	$100,000	$50,000	$100,000	$50,000
Access/View	Street	$0.00	$0.00	$0.00	$0.00
Net Adjusted value		$1,150,000	$2,250,000	$900,000	$849,000
Net Adjusted price per acre		**$7,143**	**$20,969**	**$17,195**	**$19,653**
Net Adjusted Price per SF land		**$0.16**	**$0.48**	**$0.39**	**$0.45**

Listings	Subject Larger Parcel	5	6	7	8
Location	4677 S. Higuera Street SLOSLO	0 Peachy Canyon Road NCADEL	0 Cayucos Creek Road NCADEL	5595 El Pomar Drive NCELPO	0 Pecho Valley Road LSOS
Planning Area	San Luis Obispo	Paso Robles	Cayucos	Templeton	Los Osos
APN(s)	076-061-075, 076-061-078, 076-121-018	026-331-018	046-191-054	033-291-012	074-024-011
Date of Value or Listing	3/3/2023	3/28/2022	5/17/2022	6/17/2022	12/23/2022
Price		$1,200,000	$1,210,000	$1,175,000	$799,000
Document No.		2022-013768	2022-021200	2022-025581	2022-049118
Doc. Stamps		$1,320.00	$1,331.00	$1,292.50	$878.90
Grantor		Hood	Martony/Pekarek	Reed	Harris
Grantee		Scarince	Burton	Harrington	Miller/Wong
Parcel Size	76.21	40.00	30.02	26.34	18.00
Present Use	Vacant	AG/Rural	Vacant	AG/Rural	Vacant
Zoning	AG	AG	AG	AG	RS
Improvements	None	Orchard, well	None	Vineyard, Barn	None
Imp value		$200,000	$0	$200,000	$0
Net Value		$1,000,000	$1,210,000	$975,000	$799,000
Price per Acre		$30,000	$40,306	$44,609	$44,389
Price per Sq Ft (land)		$0.69	$0.93	$1.02	$1.02
Topography	Slight Slope	$0.00	$0.00	$0.00	$0.00
Utilites	None	$50,000	$0.00	$50,000	$0.00
Access/View	Street	$0.00	$0.00	$0.00	$0.00
Net Adjusted Value		$950,000	$1,210,000	$925,000	$799,000
Net Adjusted price per acre		**$23,750**	**$40,306**	**$35,118**	**$44,389**
Net Adjusted price per SF land		**$0.55**	**$0.93**	**$0.81**	**$1.02**

I have investigated sales of the Agricultural/Rural Acreage Sites in the general vicinity of the subject larger parcel. The above grid summarizes the comparable data. All comparables are current sales of parcels suitable for homesites and/or agriculture sites. Comparable 8 is the most representative of the subject with no adjustments, at an indicated unit value of $45,000 acre or $1.00 sq. ft.

RECORDING REQUESTED BY:

County of San Luis Obispo
Department of Parks and Recreation

AND WHEN RECORDED RETURN TO:

County of San Luis Obispo
Department of Parks and Recreation
1144 Monterey Street
San Luis Obispo, CA 93408

APN(s): 076-061-075, 076-061-078
and 076-121-018 [San Luis Obispo County]

SPACE ABOVE THIS LINE FOR RECORDER'S USE
No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue and Taxation Code § 11922

PERPETUAL EASEMENT AGREEMENT (AND TEMPORARY CONSTRUCTION EASEMENT) BOB JONES PATHWAY

THIS PERPETUAL EASEMENT AGREEMENT ("Agreement") is entered into by and between City of San Luis Obispo, a California Charter Municipal Corporation, hereafter referred to as "Grantor," and the County of San Luis Obispo, a public entity in the State of California, hereafter referred to as "County." Grantor and County are sometimes individually referred to herein as "Party" or collectively as "Parties."

RECITALS:

A. Grantor is the owner of certain real property situated in an unincorporated area of San Luis Obispo, in San Luis Obispo County, California (hereafter referred to as the "Property" or the "Servient Tenement"), and more particularly described in Exhibit "A" which is attached to this Agreement and hereby incorporated by reference.

B. County needs to obtain certain property interests from Grantor for the Bob Jones Pathway "Gap Closure" Project WBS 320096 ("Project").

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Grant of Easement; Satisfaction of Condition. Grantor hereby grants to County, its successor and assigns, and County hereby accepts, a non-exclusive, perpetual easement ("Easement") in, on, over, upon, under and across that certain real property situated in the County of San Luis Obispo, State of California, described in Exhibit "B" and depicted in Exhibit "B1" attached hereto and incorporated herein (hereinafter, "Easement Area") for the purposes of and subject to all the limitations, terms and conditions of this Agreement (hereinafter, the "Easement").

2. The COUNTY shall:

A. Pay the undersigned Grantor the sum of $67,700.00 for the subject property interests conveyed by this Agreement when title vests in the County free and

clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

1) Taxes for the fiscal year in which this Agreement is entered which shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the time the Agreement is entered.

2) Prior easements, rights of way over said land for public, public utility or quasi-public utility purposes, if any.

3) Matters affecting title to the Property.

B. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

C. Have the authority to deduct and pay from the amount shown in Paragraph 2(a) above, any amount necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this agreement.

3. Character of Easement; Intent. The Easement is non-exclusive, in gross to the public, and the burdens run with the Servient Tenement.

4. Purpose of Easement. The purpose of the Easement is for the construction, reconstruction, maintenance, repair and use (including emergency use) of the Easement Area as a public multi-use pathway for the Project ("Pathway") for the uses, and subject to the limitations specified in Paragraph 5 below.

5. Public Uses and Restrictions of Easement. All sections of the Pathway within the Easement Area, shall be open for public use daily between one-half hour prior to sunrise until one-half hour after sunset, or such other hours as otherwise established by County ordinance, for the following authorized purposes only and for no other uses except as specifically set forth in this Agreement: The Pathway shall be varying widths, together with any necessary Pathway junctions, for pedestrian and bicycling use; excluding, however, any motor driven equipment or vehicle other than as may be necessary for construction/development, maintenance, emergency, or patrol purposes or to provide access to any disabled persons confined to motor-driven devices. The use of the Pathway and Easement Area by either County or Grantor shall include emergency uses, including but not limited to use of the Pathway for the purpose of emergency public escape routes, emergency response, and emergency vehicle access due to wildfire or other emergencies; and for the purpose of wildfire prevention activities including, but not limited to, fuel reduction, enforcement, and fire break maintenance.

Nothing contained in this Agreement shall give any member of the public the right to loiter in the Easement Area, or enter any other portions of the Servient Tenement, except for such entry as may be specifically allowed by Grantor.

6. Secondary Easements. The Easement includes the following incidental rights:

A. The right of ingress and egress over and across the Easement Area for the installation, construction, maintenance, repair, and replacement of Pathway improvements in connection with the Project. For purposes of this Section 6.A, the right of "maintenance" shall include the right to adopt and enforce any rules and regulations adopted or promulgated by County which are related to the use of the Pathway, including, but not limited to, unlawful camping and trash removal.

B. The right of County to ensure and maintain public access to the Pathway. In exercising these rights, County must use reasonable care and may not make any material changes to the Easement Area except as specified in this Agreement.

C. County Signs. County shall have the right to post County signs along the Easement Area in conformance with Parks and Recreation Department standards for the protection of the health, safety and welfare of the public Pathway users and adjoining property owners, including the right to post signs for proper precaution in the event of emergencies. Examples of signs include, but are not limited to, mile markers, general Pathway information, directional signs, precautionary alerts such as signs indicating the closing of the Pathway in the event of flooding, and private property notices. All County-posted signs shall be in conformance with any, and all, sign ordinances, of the County of San Luis Obispo, and shall be approved by the Department of Parks and Recreation Director or designee. Grantor shall also have a right to install signs identifying its ownership of the Property, as well as applicable rules and regulations pertinent to its Property.

D. Enforcement. General information and directional signs shall be posted at main entrances to the Pathway. General information signs shall display the rules and regulations of the Pathway. In addition to all law enforcement agents and peace officers, the County Parks staff shall have the right to enforce the rules and regulations of the Pathway. Enforcement of such rules and regulations shall be determined by law enforcement agents, peace officers, and County Parks staff either separately or jointly, at the time of the violation. Grantor, through its Ranger Service or law enforcement agents, shall also have a right of enforcement, but not an obligation.

7. Non-Exclusive Easement; Reservation of Grantor's Rights; Right of Reversion. This Agreement, except as specifically otherwise set forth, imposes no restrictions on the current uses or any and all future uses (as they may change from time to time) of the Servient Tenement by Grantor whether or not within the Easement Area, provided they do not materially interfere with the purposes of the grant of Easement. Specifically, Grantor shall retain rights to access the Easement Area in order to access Grantor's Property, so long as said access does not damage the Easement (reasonable wear and tear accepted) or unreasonably interfere with the public's use of the Easement.

8. Acceptance in Natural Condition; Installation and Maintenance of Improvements.

A. County accepts the Easement and the Easement Area in the condition it exists as of the date of this Agreement.

B. Grantor hereby warrants and represents that the Grantor has not knowingly discharged or caused to be discharged any hazardous waste, extremely hazardous waste, or hazardous substance (as those terms are defined in sections 25115, 25117, and 25316 of the California Health and Safety Code) on, beneath or within any of the real property covered by this Agreement. If Grantor ever becomes aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous substance on, beneath or within these areas, Grantor shall immediately so advise County. County and Grantor are aware of the potential of previously documented and evaluated deposits of weathered crude oil to be present within the Easement resulting from the 1926 Tank Farm fire and have each concluded through their independent due diligence investigations that the potential presence of these deposits is considered low risk and not categorized as hazardous waste.

C. Grantor hereby warrants and represents that (1) Grantor has sufficient title in the Subject Property to fully convey to County all of the property rights and interests described in the Easement Area, subject to any mortgage, loan, required consent or other superior interest or matters affecting title to the Property, and (2) that Grantor's title in the Property shall not be compromised or transferred by any voluntary or involuntary transfer of any property interest, or the voluntary or involuntary creation of any lien, in the Property to someone other than the County prior to close of escrow. County acknowledges the prior existence of an "Agreement Declaring Restrictive Covenants" recorded on title in favor of the State of California Department of Transportation related to grant funding awarded to Grantor at the time of Grantor's acquisition of the Property (Doc. No. 2000-019357, Official Records, San Luis Obispo County).

D. County, at its sole cost and expense, shall be responsible for all installation, maintenance, repair and replacement of improvements in and along the boundaries of the Easement Area, including but not limited to all required fencing, grading, and drainage related to the proposed Pathway. The County's development of the improvements to the Easement Area, and opening for public use, is subject to the resources available to the County, as the parties agree that the Easement Area shall not be open to public use until the County has installed the planned Pathway improvements and has formally opened the Easement Area to the public.

E. County shall be responsible for enforcing all rules and regulations applicable to conduct and activity on the Pathway, including, but not limited to unlawful camping and trash removal. County's responsibility to begin coordinating proceedings to enforce against unlawful camping is immediate upon discovery or notification from Grantor, its agents, or any member of the public; that notwithstanding, the Grantor shall have the right, but not the obligation, to enforce rules and regulations applicable to conduct and activity on the Pathway. It is expressly understood that County's enforcement responsibilities as set forth in this paragraph 8.E shall be at the discretion of County and shall not be considered a mandatory duty or otherwise modify County's

liability under the Government Claims Act, Government Code §§ 810 et seq.

F. County shall maintain the Easement Area, including maintenance items such as removal of trash and abandoned personal property, graffiti abatement, as well as upkeep of fencing and any revegetation and / or erosion control measures, in a good and workmanlike manner and shall not allow the Easement Area to fall into disrepair. Upon seven calendar (7) days' notice by Grantor that the Easement Area has fallen into a state of disrepair, the County must undertake efforts to ameliorate the condition of the Easement Area. If County fails or is unable to maintain the Easement Area upon notification from Grantor, then County shall close the Easement to public use until such time as it is able to take corrective or remedial action.

G. County shall adopt and implement mitigation measures and a monitoring program in accordance with the Mitigation Monitoring and Reporting Program (MMRP), Appendix A to the Environmental Impact Report (Exhibit "C") attached hereto and incorporated herein.

H. Indemnification by County. COUNTY SHALL INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, ACCOUNTANTS' FEES, CONSULTANTS' FEES, COURT COSTS AND INTEREST), LIABILITIES, ACTIONS AND DAMAGES (COLLECTIVELY, "CLAIMS") BY OR ON BEHALF OF ANY PERSON OR PERSONS ARISING IN CONNECTION WITH THE COUNTY'S NEGLIGENT USE OF THE EASEMENT AREA AS WELL AS COUNTY'S ENFORCEMENT ACTIONS TAKEN IN THE EASEMENT AREA PURSUANT TO THIS AGREEMENT, AND EXCEPTING ANY CLAIMS OCCURRING WITHIN THE EASEMENT AND/OR ON GRANTOR'S ADJACENT REAL PROPERTY WHICH RESULT FROM GRANTOR'S WILLFUL OR NEGLIGENT ACTS OR OMISSIONS, OR GRANTOR'S FAILURE TO GUARD OR WARN AGAINST A DANGEROUS CONDITION, USE, STRUCTURE OR ACTIVITY ON GRANTOR'S ADJACENT REAL PROPERTY.

9. Benefits and Burdens Run with the Land. The benefits and burdens of this Agreement run with the land and shall not be severed from the Servient Tenement.

10. Temporary Construction Easement. In addition to the Easement, Grantor hereby further grants to County a Temporary Construction Easement ("TCE") on the Property within that certain area depicted on the Right of Way Map attached as Exhibit "B" attached hereto and made a part hereof, for the purpose of all reasonable construction and construction support activities related to the Project including, but not limited to the stockpiling of materials, soil, and equipment. The TCE shall commence on the commencement of construction, and shall terminate upon completion of Pathway project or three (3) years from the date of commencement, whichever shall occur first. The amount shown in clause 2.a. herein includes, but is not limited to, full payment for said TCE, including severance damages, if any. Prior to commencing utilization of the TCE, at the County's expense, an existing conditions inventory will be prepared for the TCE area and agreed upon by Grantor and County that it is representative of the condition of the TCE. Upon completion of Project construction, the TCE area shall be generally restored

to the condition that existed prior to construction in accordance with the documentation in the existing conditions inventory, to the extent reasonably practical.

11. Severability. The invalidity of any provision of the Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

12. Remedies Not Exclusive. The use by either party of any remedy specified herein for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of or limit the application of any other remedy provided by law.

13. Law. This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of the Agreement shall be determined and governed by the laws of the State of California.

14. Venue. San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

15. Corporate Authority. Any individual executing this Agreement on behalf of Grantor represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Grantor, and that this Agreement is binding upon said Grantor in accordance with its terms.

16. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and County relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and County. No person shall sign for the County except the Chairperson of the Board of Supervisors. Grantor shall not rely on representations made by or signatures of any other person(s) acting on behalf of County.

17. Recordation of Agreement. This Agreement shall be recorded in the Official Records of San Luis Obispo County.

(Signatures appear on following page)

IN WITNESS WHEREOF, Grantor and County have executed this Agreement on the respective date set forth below.

GRANTOR: City of San Luis Obispo, a California Charter Municipal Corporation

By: _____ Dated: _____, 20___

Printed Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE 1189

XXXX

COUNTY OF SAN LUIS OBISPO

_____ Dated: _____, 20___
Chairperson of the Board of Supervisors
County of San Luis Obispo

ATTEST:

REBECCA CAMPBELL
Interim Ex-Officio Clerk of the Board

_____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____ Dated: _____, 20___
Deputy County Counsel

G:\RightOfWay\Common\Bob Jones Trail 320096_Owners\22-12.01,03,07 City of SLO\Offer pkg\Easement Agreement BJP City of SLO_20240228 FINAL.docx

LEGAL DESCRIPTION

Real property in the City of San Luis Obispo, County of San Luis Obispo, State of California, described as follows:

A.P.N. 076-061-075

Government Lots 2 and 3 of Section 15 and Government Lot 1 of Section 16, all in Township 31 South, Range 12 East, Mount Diablo Base Meridian, in the County of San Luis Obispo, State of California, according to the official plat of said land.

Excepting therefrom any portion of said land lying within the bounds of the property conveyed to the State of California, by instruments recorded in Book 78, Page 152; Book 434, Page 216; and Book 1206, Page 713 of Official Records, County of San Luis Obispo.

Also excepting therefrom that portion of said land as described in Notice of Voluntary Merger recorded April 12, 2000 as Instrument No. 2000-019358 of Official Records, County of San Luis Obispo, described as follows:

A portion of Government Lots 2 and 3 in Section 15, Township 31 South, Range 12 East, and a portion of Government 1 in Section 16, Township 31 South, Range 12 East, Mount Diablo Base Meridian, in the County of San Luis Obispo, State of California, according to the official plat of the survey of said lands approved by the Surveyor General on November 21, 1867 described as follows:

Beginning at the Northwesterly most corner of said Government Lot 2; said point lying North 85° 31′ 58″ West, 660.17 feet from a corner marked S.F. #4, as shown on the Survey of Lot 38 of the Ranchita de Santa Fe, according to the official plat of the survey of said lands approved by the Surveyor General on May 3, 1859, an 8 inch by 8 inch post at the intersection of two fence lines according to the map filed in Book 21 of Record of Surveys at Page 9, records of said County thence;

1. South 85° 31′ 58″ East along the boundary of said Ranchita de Santa Fe, a distance of 353.15 feet; thence
2. North 74° 04′ 53″ East, 36.75 feet; thence
3. North 34° 22′ 53″ East, 159.06 feet; thence
4. North 54° 46′ 53″ East, 358.38 feet; thence
5. North 34° 32′ 53″, 414.53 feet to S.F.#5, being the Northwest corner of said Government Lot 2; thence
6. North 89° 40′ 11″ East, along the North line of said Lot 2, a distance of 222.69 feet to the East line of said Lot 2; thence
7. South 00° 15′ 00″ West, 982.27 feet; thence
8. Leaving the East line of said Lot 2, South 53° 35′ 28″ West, 232.84 feet; thence
9. South 39° 21′ 31″ West, 205.03 feet; thence
10. South 83° 14′ 28″ West, 230.24 feet, more or less to a point on the South line of said Lot 2; thence
11. North 47° 49′ 10″ West, 913.75 feet, more or less, to a point on the West line of said Lot 2 and on the East line of said Lot 1, said point being twenty-five (25) feet from, measured at right angles to, the Southwesterly line of said Ranchita de Santa Fe; thence
12. North 54° 46′ 58″ West, along a line twenty-five (25) feet from and parallel with said Southwesterly line 1293.24 feet; thence
13. South 56° 18′ 39″ West, 16.08 feet; thence
14. North 54° 46′ 58″ West, 42.72 feet, more or less, to a point on a non-tangent curve, concave to the Southeast, having a radius of 1960.00 feet, a radial line to said curve bears North 34° 27′ 07″ West, said curve being the Southeasterly boundary of South Higuera Street; thence
15. Northeasterly along the arc of said curve through a central angle of 01° 15′ 08″ an arc length of 42.83 feet; thence
16. Leaving said Southeasterly boundary, South 54° 46′ 58″ East, 1308.78 feet to the point of beginning

EXHIBIT A
(PAGE 2 OF 3)

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

APN: 076-061-078

That part of Government Lot 1 in Section 16, Township 31 South, Range 12 East, Mount Diablo Base and Meridian as conveyed to the State of California, by parcel "THIRD" in deed recorded February 13, 1947 in Volume 434 at page 216, Official Records of San Luis Obispo County. Together with any right, title or interest in said Section conveyed to the State of California by deed recorded December 3, 1929 in Volume 78 at page 152, Official Records of said County that lies southeasterly of the relinquishment of said County recorded in Volume 503 at page 217, Official Records of said County.

A.P.N. 076-121-018

All that parcel of Lot 6 of the Rancho San Miguelito, in the County of San Luis Obispo, State of California, described as follows:

Commencing at a post marked "S.M.6", and running thence South 79° 45′ East, 2181.90 feet to post marked "S.38"; thence South 14° 30′ West, 751.08 feet; thence South 75° 45′ West, 1955.58 feet; thence North 7° West, 557.70 feet to the west side of former right of way of Railroad; thence along same South 11° West, 130.68 feet; thence West, 166.96 feet; thence North 18° East, 303.60 feet; and thence North 2° West, 1500.84 feet to the point of beginning.

Excepting therefrom that portion conveyed to W.T. Scott by Deed recorded in Book 54, Page 200 of Deeds, records of said County, described as follows:

Beginning in the westerly line of Lot 6 of the Subdivision of the San Miguelito Rancho, at a point South 2° East, 601.26 feet distant from the Northwest corner "S.M.6" of said San Miguelito Rancho and running thence South 87° East, 2653.86 feet to the East line of said Lot No. 6; thence along said East line South 14° 30′ West, 499.62 feet; thence South 75° 45′ West, 1955.58 feet; thence North 89° West, 491.70 feet; thence South 12° West, 125.40 feet; thence West 166.98 feet to the West line of Lot No. 6; thence along said West line North 15° East, 303.60 feet; thence North 2° West, 899.58 feet to the point of beginning.

Also excepting therefrom any portion of said land lying within the bounds of the property conveyed to the State of California by instruments recorded in Book 78, Page 152; Book 434, Page 216; and Book 1206, Page 713 of Official Records, County of San Luis Obispo.

EXHIBIT B
LEGAL DESCRIPTION
PERMANENT EASEMENT

File no: 0019-0101-01 February 13, 2024

That portion of Government Lot 1 of Section 16, all in Township 31 South, Range 12 East, Mount Diablo Base Meridian, in the County of San Luis Obispo, State of California, according to the official plat of said land thereof approved by the Surveyor's General's Office on June 12, 1872 and that portion of Lot 6 of the Rancho San Miguelito, in the County of San Luis Obispo, State of California, according to the map recorded May 05, 1882 in Book A, Page 38 of Maps in the Office of the County Recorder of said County, described as follows:

COMMENCING at a found 2" brass cap station 655+31.04 99.07' left shown on the State of California Division of Highways Coordinate Control Map S.L.O.-101 PLM 24.8 to 27.9 sheet 2 of 2 ref data = F.B. Doc. 3077 on file at the District 5 Office from which a found 1.25" diameter iron pipe, no tag, shown as a 1.25" diameter iron pipe tagged RCE 6923 (S.M. #26) on Parcel Map No. CO 72-183, according to the map recorded March 11, 1973 in Book 10, Page 94 of Parcel Maps of said county, shown as station "ER" 551+06.14, 320.61' left on the State of California Division of Highways Right of Way Map 05-SLO-101 Old SLO-2-E dated 1947 sheet 24 of 32 on file at the District 5 Office bears South 24° 44' 55" West 9916.90 feet [South 24° 44' 35" West 9916.86 feet calculated from data shown on said Coordinate Control Map and said Right of Way Map]:

Thence South 22°47'14" West, 3488.04 feet to the beginning of a curve to the left having a radius of 120.00 feet, the center of said curve bears (RAD1) South 31°41'09" East;

Thence along the arc of said curve (C1) through a central angle of 28°54'19" a distance of 60.54 feet to the beginning of a reverse curve, having a radius of 200.00 feet and the **POINT OF BEGINNING** of a strip of land 28 feet wide lying 15 feet southeasterly and 13 feet northwesterly of the following described line, a point hereinafter referred to as **Point A** bears South 60°35' 28" East 15.00 feet;

Thence along the arc of said curve (C2) through a central angle of 22°53'49" a distance of 79.93 feet;

Thence (L1) South 52°18'21" West, 161.81 feet to the beginning of a tangent curve to the right, having a radius of 120.00 feet;

Thence along the arc of said curve (C3) through a central angle of 21°36'32" a distance of 45.26 feet to the beginning of a reverse curve, having a radius of 120.00 feet;

Thence along the arc of said curve (C4) through a central angle of 22°22'02" a distance of 46.85 feet;

Thence (L2) South 51°32'52" West, 342.74 feet to the terminus of said strip and the beginning of a strip of land 26 feet wide lying 13 feet southeasterly and 13 feet northwesterly of the following described line and to the beginning of a tangent curve to the left, having a radius of 200.00 feet;

Thence along the arc of said curve (C5) through a central angle of 55°38'23" a distance of 194.22 feet, a point hereinafter referred to as **Point B** bears (L5) North 85°54' 29" East 13.00 feet;

Thence (L3) South 04°05'31" East, 116.12 feet to the beginning of a tangent curve to the right, having a radius of 500.00 feet;

Thence along the arc of said curve (C6) through a central angle of 22°55'06" a distance of 200.00 feet;

Thence (L4) South 18°49'35" West, 181.07 feet to the beginning of a tangent curve to the left, having a radius of 1500.00 feet;

Thence along the arc of said curve (C7) through a central angle of 05°08'04" a distance of 134.42 feet to the beginning of a tangent curve, having a radius of 1500.00 feet, a point hereinafter referred to as **Point C** bears (L10) South 76°18' 29" East 13.00 feet;

Thence along the arc of said curve (C8) through a central angle of 00°11'04" a distance of 4.83 feet to the beginning of a tangent curve, having a radius of 1500.00 feet, a point hereinafter referred to as **Point D** bears (L11) North 76°29' 33" West 13.00 feet;

Thence along the arc of said curve (C9) through a central angle of 01°22'03" a distance of 35.80 feet to the beginning of a tangent curve, having a radius of 1500.00 feet, and the beginning of a strip of land 28 feet wide lying 15 feet southeasterly and 13 feet northwesterly of the following described line a point hereinafter referred to as **Point E** bears (L12) South 77°51' 36" East 13.00 feet;

Thence along the arc of said curve (C10) through a central angle of 13°53'31" a distance of 363.69 feet more or less to the north line of the land that portion of said Lot 6 of the Rancho San Miguelito conveyed to W.T. Scott by Deed recorded in Book 54, Page 200 of Deeds, records of said County.

Excepting therefrom that portion lying southerly of the north line of the land that portion of Lot 6 of the Rancho San Miguelito conveyed to W.T. Scott by Deed recorded in Book 54, Page 200 of Deeds, records of said County.

Also excepting therefrom that portion lying northwesterly and westerly of the southeasterly and easterly line of South Higuera Street, a County road, relinquished by the State of California and described in Document No. 1290 recorded February 9, 1949 in Volume 503, Page 217 of Official Records in the Office of the County Recorder of said County, shown as Parcel 737 on the State of California Division of Highways Right of Way Map 05-SLO-101 at post Mile R 25.0 on file at the District 5 Office and described in Document No. 8009 recorded April 28, 1967 in Volume 1433, Page 245 of Official Records in the Office of the County Recorder of said County, shown as Parcel 1281 on said Right of Way Map.

Together with

Parcel A

Beginning at hereinabove described **Point A** and the beginning of a non-tangent curve to the right having a radius of 1045.56 feet, the center of said curve bears (RAD2) South 59°50'57" East;

Thence along the arc of said curve (C11) through a central angle of 01°48'55" a distance of 33.13 feet to the southeasterly line of hereinabove described South Higuera Street, a County Road and to the beginning of a non-tangent curve to the left having a radius of 2012.57 feet, the center of said curve bears (RAD3) South 34°31'06" East;

Thence along said southeasterly line and along the arc of said curve (C12) through a central angle of 001°02'41" a distance of 36.70 feet to a point that bears North 60°35'28" West from said **Point A**;

Thence South 60°35'28" East, 14.88 feet to said **Point A**.

Parcel B

Beginning at hereinabove described **Point B** and the beginning of a curve to the right having a radius of 187.00 feet, the center of said curve (RAD4) bears North 85°54'29" East;

Thence along the arc of said curve (C13) through a central angle of 08°52'18" a distance of 28.95 feet;

Thence (L6) South 74°11'02" East, 10.20 feet to the beginning of a non-tangent curve to the left having a radius of 177.00 feet, the center of said curve bears (RAD5) South 85°51'09" East;

Thence along the arc of said curve (C14) through a central angle of 08°14'22" a distance of 25.45 feet;

Thence (L7) South 04°05'31" East, 22.90 feet;

Thence (L8) North 74°11'02" West, 10.64 feet to a point that bears South 04°05'31" East from said **Point B**;

Thence (L9) North 04°05'31" West, 19.27 feet to said **Point B**.

Parcel C

Beginning at hereinabove described **Point C**;

Thence (L13) South 86°55'23" East, 17.30 feet to the beginning of a non-tangent curve to the left having a radius of 1470.00 feet, the center of said curve bears (RAD6) South 76°11'02" East;

Thence along the arc of said curve (C15) through a central angle of 01°34'58" a distance of 40.61 feet;

Thence (L6) North 86°55'23" West, 15.19 feet;

Thence (L15) North 77°51'36" West, 2.00 feet to hereinabove described Point E and the beginning of a non-tangent curve to the right having a radius of 1487.00 feet, the center of said curve bears South 77°51'36" East;

Thence along the arc of said curve (C16) through a central angle of 01°33'07" a distance of 40.28 feet to said **Point C**.

Parcel D

Beginning at hereinabove described **Point D** and the beginning of a curve to the left having a radius of 1513.00 feet, the center of said curve bears South 76°29'33" East;

Thence along the arc of said curve (C17) through a central angle of 01°31'48" a distance of 40.41 feet to the southeasterly line of hereinabove described South Higuera Street, a County Road and the beginning of a non-tangent curve to the right having a radius of 2120.00 feet, the center of said curve bears (RAD7) South 89°06'57" East;

Thence along said line and along the arc of said curve (C18) through a central angle of 01°04'37" a distance of 39.85 feet to a point that bears North 86°55'23" West, from said **Point D**;

Thence (L16) South 86°55'23" East, 7.93 feet to said **Point D**.

The bearings and distances of this legal description are based upon the California Coordinate System of 1983, CCS83, Zone 5 projection, (2010.00) in accordance with the California Public Resources Code Sections 8801-8819; and are based locally upon field-observed ties to the following National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS) with the published station values as tabulated below:

CORS Station	Northing (sFT)	Easting (sFT)	NAD 83(2011) Ellipsoid Height (sFT)	Accuracy
P513	2,163,030.39	5,767,197.37	935.70	Not Published
P523	2,309,259.76	5,708,342.54	137.74	Not Published

The Combined Scale Factor, Convergence Angle and the values used to calculate them are shown below:

Northing (sFT)	Easting (sFT)	Elevation (sFT)	NAD 83(2011) Ellipsoid Height (sFT)	Convergence Angle	Combined Scale Factor
2,276,161.70	5,756,930.66	61.952	-52.836	-1°32'09.24"	0.99996

All coordinates and distances shown, unless otherwise noted, are in terms of the U.S. Survey Foot (sFT). As used in tables above, Elevation refers to derived California Orthometric Heights ("COH88") or equivalent of the point where the mapping angle and combination factor were calculated in terms of the North American Vertical Datum of 1988 ("NAVD88") and Height refers to the vertical value of the California Geodetic Coordinate or equivalent ellipsoid height used to calculate the combination factor.

Distances shown hereon or inversed from coordinates shown hereon are in reference to CCS83. To approximate local ground distances, divide by the combination factor provided hereon.

Containing 0.86 acres more or less.

The above described land is graphically shown on Exhibit B1, being 7 sheets, attached hereto and made a part hereof.

End of Description

Clayton L. Bradshaw, P.L.S. 8298
Date Signed: February 13, 2024

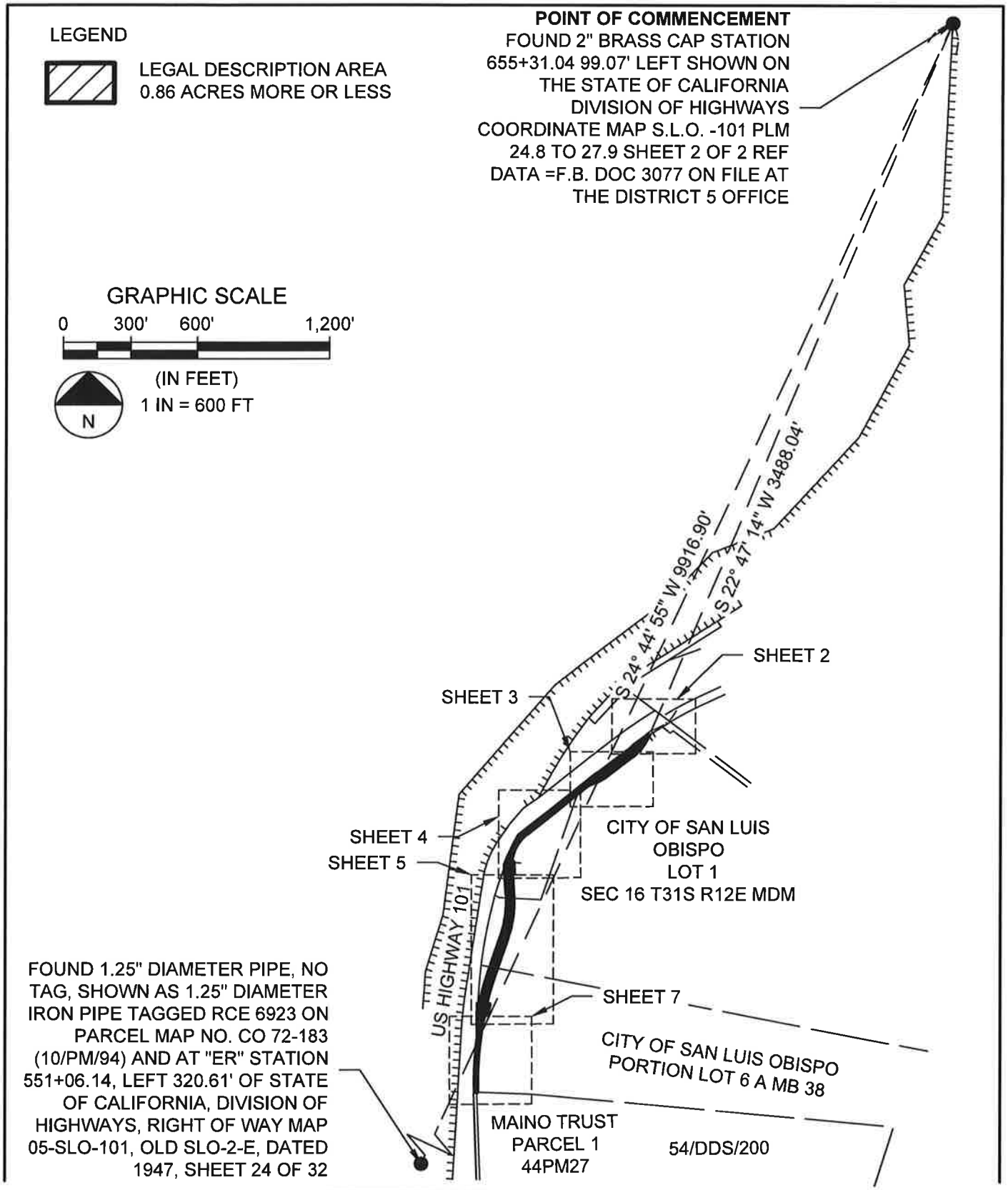

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EXHIBIT B1

POR. OF LOT 1 SEC 16 T31S R12E MDM & POR. LOT 6 A/MB/38

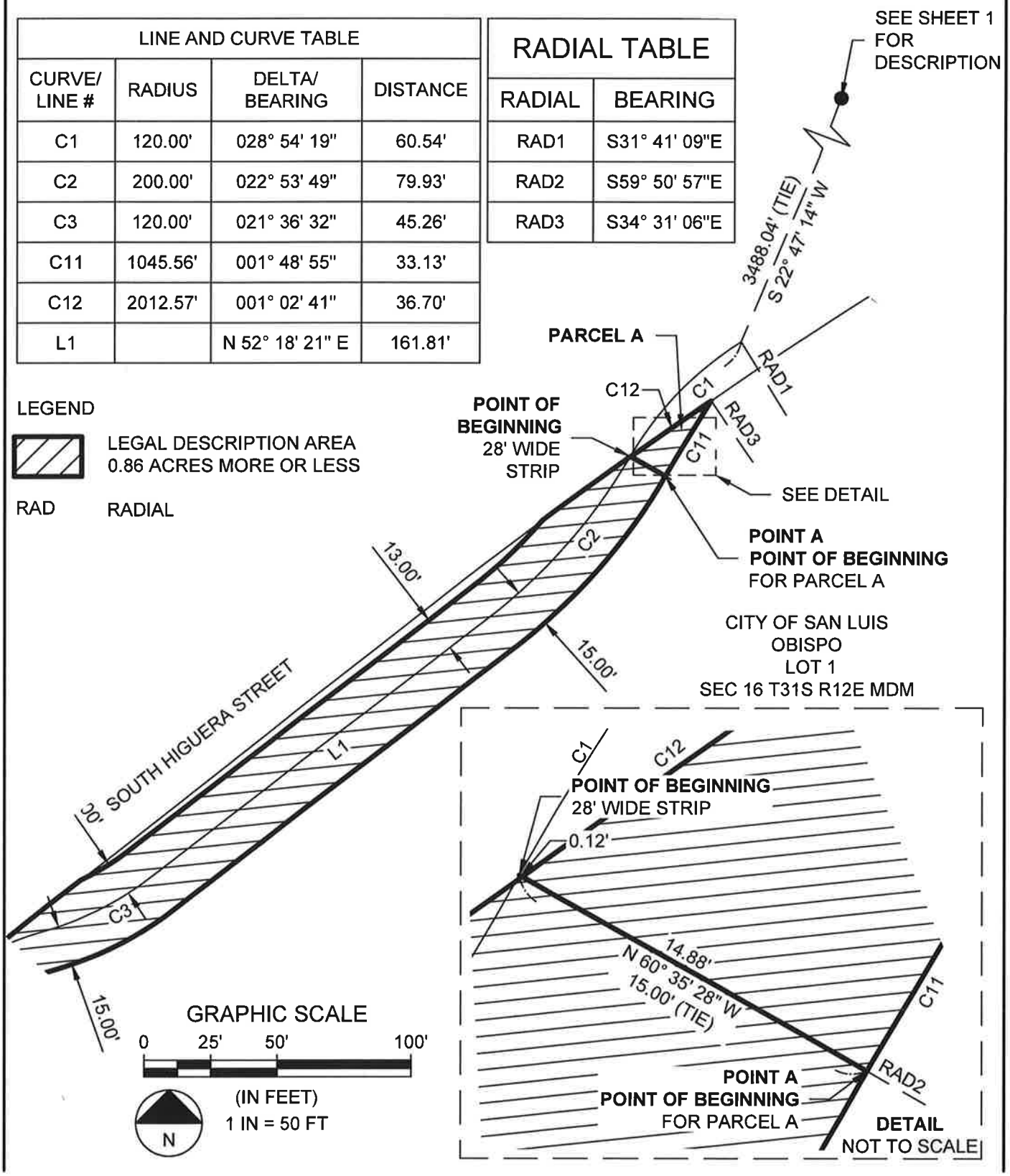
COUNTY OF SLO, CA

SHEET 1 OF 7 OF EXHIBIT B1

JOB No. :	0019-0101
DRAWING :	076-121-018 CITY SLO
DRAWN BY:	LG
DATE :	2024-01-19
SCALE :	1" = 600'

LINE AND CURVE TABLE			
CURVE/ LINE #	RADIUS	DELTA/ BEARING	DISTANCE
C1	120.00'	028° 54' 19"	60.54'
C2	200.00'	022° 53' 49"	79.93'
C3	120.00'	021° 36' 32"	45.26'
C11	1045.56'	001° 48' 55"	33.13'
C12	2012.57'	001° 02' 41"	36.70'
L1		N 52° 18' 21" E	161.81'

RADIAL TABLE	
RADIAL	BEARING
RAD1	S31° 41' 09"E
RAD2	S59° 50' 57"E
RAD3	S34° 31' 06"E



LEGEND

LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS

RAD RADIAL

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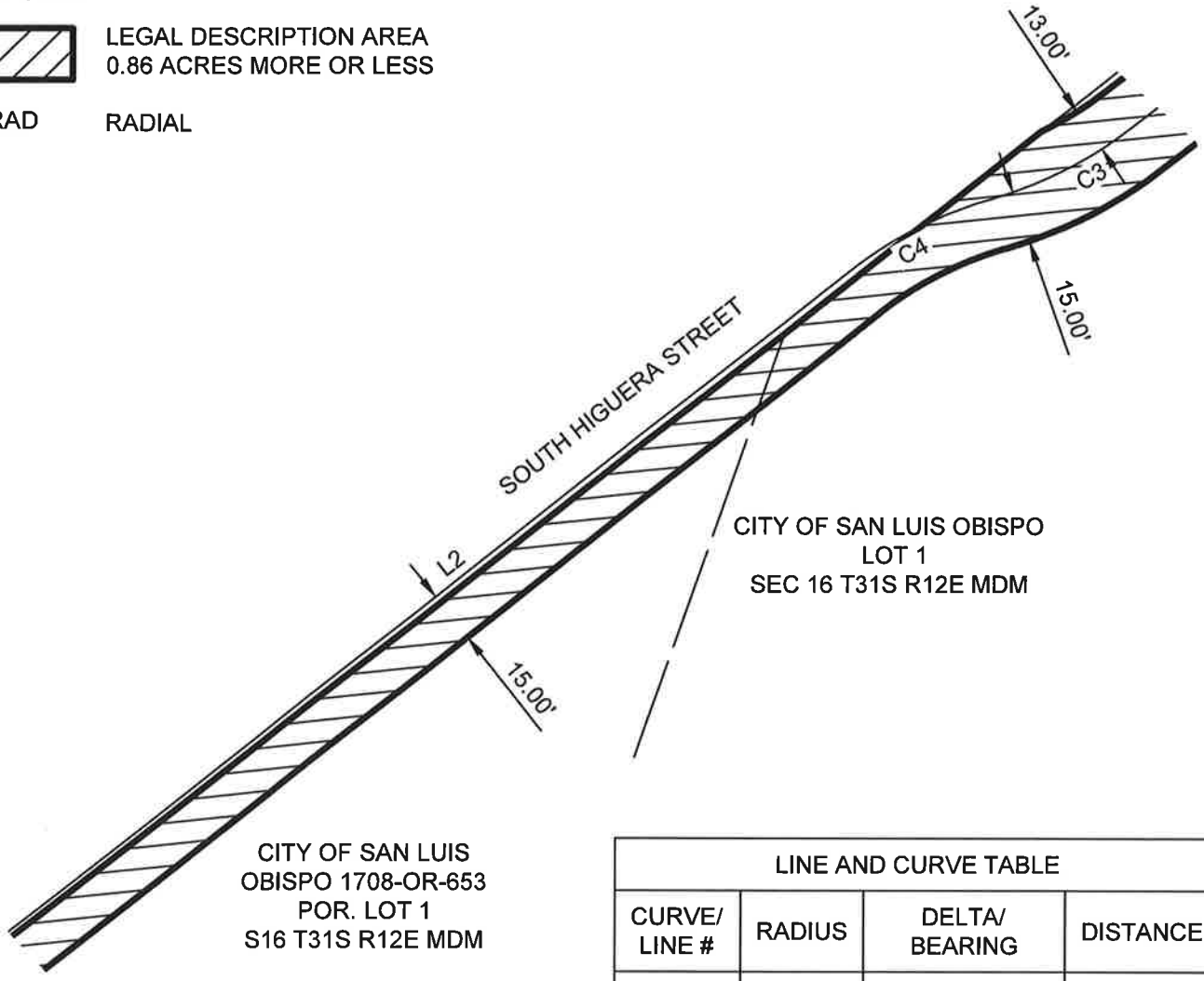
EXHIBIT B1
POR. OF LOT 1 SEC 16 T31S R12E MDM
& POR. LOT 6 A/MB/38
COUNTY OF SLO, CA
SHEET 2 OF 7 OF EXHIBIT B1

JOB No.:	0019-0101
DRAWING:	076-121-018 CITY SLO
DRAWN BY:	LG
DATE:	2024-01-19
SCALE:	1" = 50'

LEGEND

LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS

RAD RADIAL



LINE AND CURVE TABLE			
CURVE/ LINE #	RADIUS	DELTA/ BEARING	DISTANCE
C4	120.00'	022° 22' 02"	46.85'
L2		S 51° 32' 52" W	342.74'

GRAPHIC SCALE

0 25' 50' 100'

(IN FEET)
1 IN = 50 FT

N

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EXHIBIT B1
POR. OF LOT 1 SEC 16 T31S R12E MDM
& PTR. LOT 6 A/MB/38
COUNTY OF SLO, CA
SHEET 3 OF 7 OF EXHIBIT B1

JOB No. :	0019-0101
DRAWING :	076-121-018 CITY SLO
DRAWN BY:	LG
DATE :	2024-01-19
SCALE :	1" = 50'

LEGEND

LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS

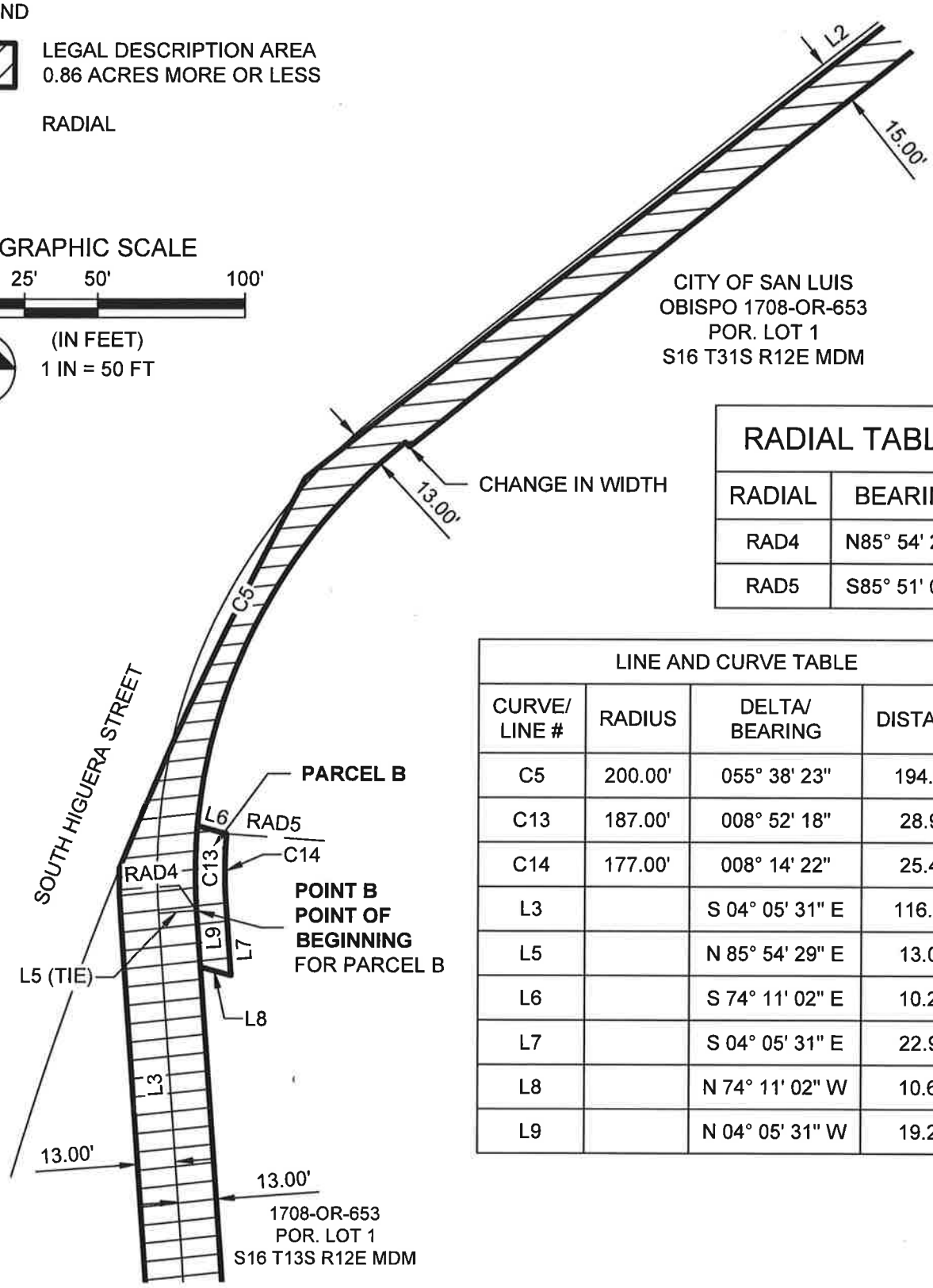
RAD RADIAL

GRAPHIC SCALE

0 25' 50' 100'

(IN FEET)
1 IN = 50 FT

N



RADIAL TABLE	
RADIAL	BEARING
RAD4	N85° 54' 29"E
RAD5	S85° 51' 09"E

LINE AND CURVE TABLE			
CURVE/ LINE #	RADIUS	DELTA/ BEARING	DISTANCE
C5	200.00'	055° 38' 23"	194.22'
C13	187.00'	008° 52' 18"	28.95'
C14	177.00'	008° 14' 22"	25.45'
L3		S 04° 05' 31" E	116.12'
L5		N 85° 54' 29" E	13.00'
L6		S 74° 11' 02" E	10.20'
L7		S 04° 05' 31" E	22.90'
L8		N 74° 11' 02" W	10.64'
L9		N 04° 05' 31" W	19.27'

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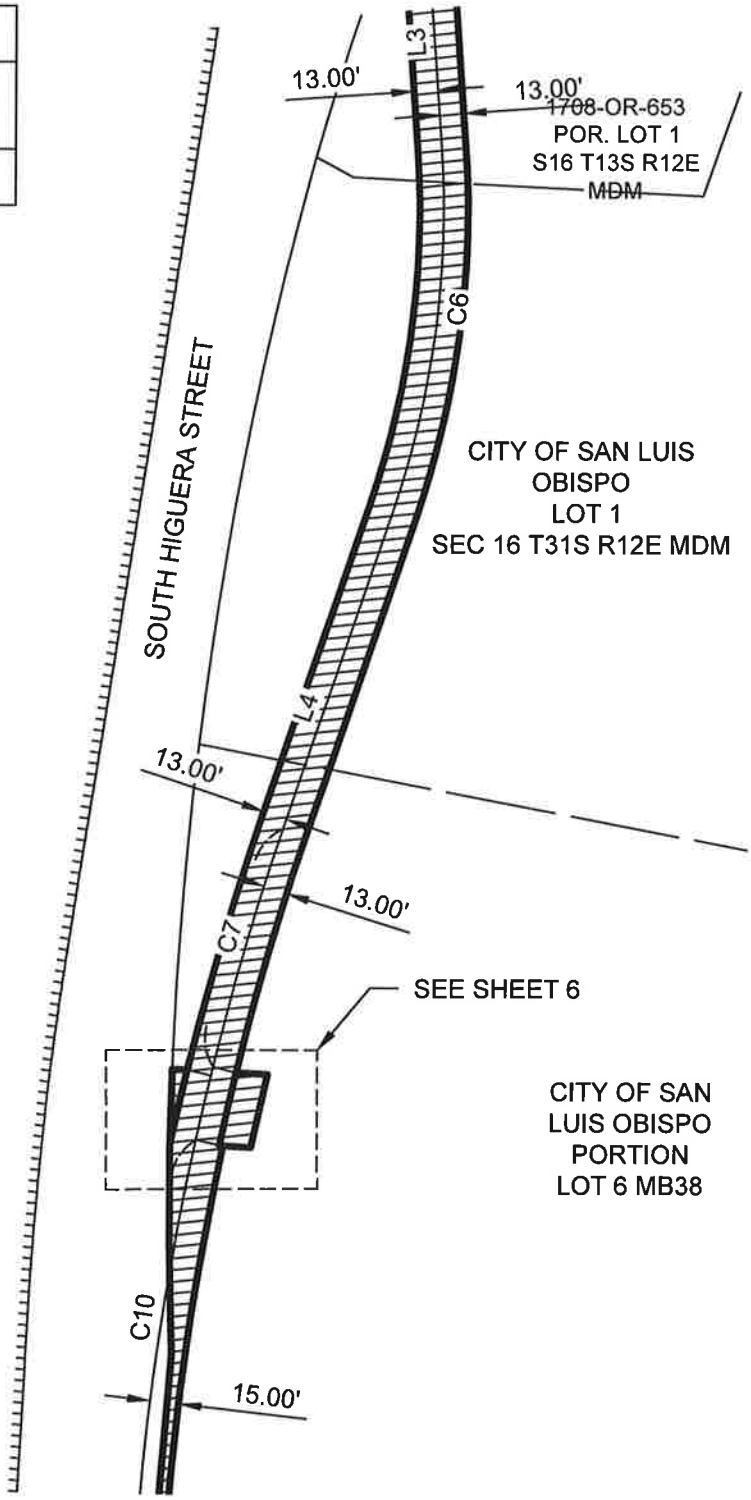
EXHIBIT B1
POR. OF LOT 1 SEC 16 T31S R12E MDM
& PTR. LOT 6 A/MB/38
COUNTY OF SLO, CA
SHEET 4 OF 7 OF EXHIBIT B1

JOB No. :	0019-0101
DRAWING :	076-121-018 CITY SLO
DRAWN BY:	LG
DATE :	2024-01-19
SCALE :	1" = 50'

LINE AND CURVE TABLE			
CURVE/ LINE #	RADIUS	DELTA/ BEARING	DISTANCE
C10	1500.00'	013° 53' 30"	363.69'



LEGEND

LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS

RAD RADIAL

GRAPHIC SCALE

0 50' 100' 200'

(IN FEET)
1 IN = 100 FT

N

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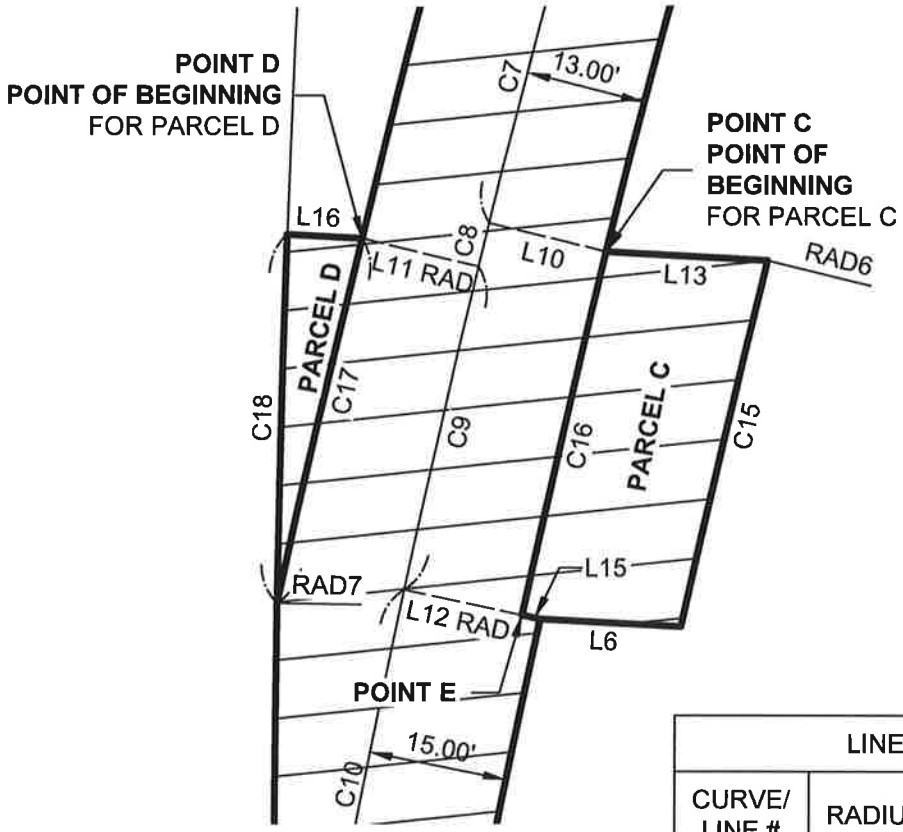
EXHIBIT B1
POR. OF LOT 1 SEC 16 T31S R12E MDM
& POR. LOT 6 A/MB/38
COUNTY OF SLO, CA
SHEET 5 OF 7 OF EXHIBIT B1

JOB No.:	0019-0101
DRAWING:	076-121-018 CITY SLO
DRAWN BY:	LG
DATE:	2024-01-19
SCALE:	1" = 100'



RADIAL TABLE	
RADIAL	BEARING
RAD6	S76° 11' 02"E
RAD7	S89° 06' 57"E

LINE AND CURVE TABLE			
CURVE/ LINE #	RADIUS	DELTA/ BEARING	DISTANCE
C8	1500.00'	000° 11' 04"	4.83'
C9	1500.00'	001° 22' 03"	35.80'
C15	1470.00'	001° 34' 58"	40.61'
C16	1487.00'	001° 33' 07"	40.28'
C17	1513.00'	001° 31' 48"	40.41'
C18	2120.00'	001° 04' 37"	39.85'
L6		N 86° 55' 23" W	15.19'
L10		S 76° 18' 29" E	13.00'
L11		N 76° 29' 33" W	13.00'
L12		S 77° 51' 36" E	13.00'
L13		S 86° 55' 23" E	17.30'
L15		N 77° 51' 36" W	2.00'
L16		S 86° 55' 23" E	7.93'

LEGEND

LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS

RAD RADIAL

GRAPHIC SCALE

0 10' 20' 40'

(IN FEET)
1 IN = 20 FT

N

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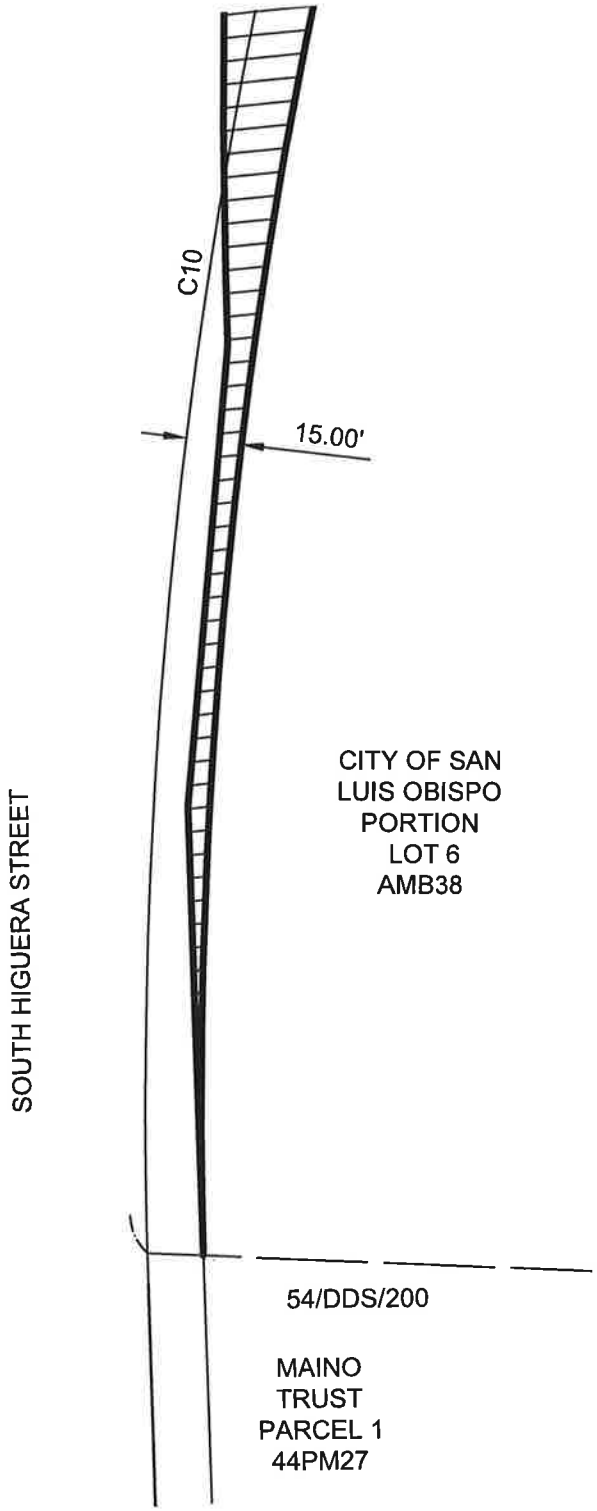
EXHIBIT B1
POR. OF LOT 1 SEC 16 T31S R12E MDM
& PTR. LOT 6 A/MB/38
COUNTY OF SLO, CA
SHEET 6 OF 7 OF EXHIBIT B1

JOB No.:	0019-0101
DRAWING:	076-121-018 CITY SLO
DRAWN BY:	LG
DATE:	2024-01-19
SCALE:	1" = 20'

LINE AND CURVE TABLE			
CURVE/ LINE #	RADIUS	DELTA/ BEARING	DISTANCE
C10	1500.00'	013° 53' 30"	363.69'



LEGEND

LEGAL DESCRIPTION AREA
0.86 ACRES MORE OR LESS

RAD RADIAL

GRAPHIC SCALE

0 25' 50' 100'

(IN FEET)
1 IN = 50 FT

N

WALLACE GROUP®
612 CLARION COURT
SAN LUIS OBISPO, CA 93401
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EXHIBIT B1

POR. OF LOT 1 SEC 16 T31S R12E MDM & PTR. LOT 6 A/MB/38

COUNTY OF SLO, CA

SHEET 7 OF 7 OF EXHIBIT B1

JOB No. :	0019-0101
DRAWING :	076-121-018 CITY SLO
DRAWN BY:	LG
DATE :	2024-01-19
SCALE :	1" = 50'

EXHIBIT B (PAGE 1 OF 3)

LEGEND:

- STATE RIGHT-OF-WAY ACCESS RELINQUISHED
- COUNTY RIGHT-OF-WAY
- PRIVATE PROPERTY LINE
- EXISTING UTILITY/RIGHT-OF-WAY EASEMENTS
- PROPOSED BOB JONES TRAIL EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED BJT EASEMENT NON-ENCUMBERED
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT AREA SUMMARY

NO.	AREA (SF)
3	1,640
4	20,690
5	78,800
6	1,100
TEMPORARY CONSTRUCTION EASEMENT AREA	102,230

SAN LUIS OBISPO COUNTY

PROPERTY IMPACT: 076-061-075

BOB JONES TRAIL

June 20, 2022

PRELIMINARY - FOR REVIEW PURPOSES ONLY

GRAPHIC SCALE

WALLACE GROUP

LEGEND:

- STATE RIGHT-OF-WAY ACCESS RELINQUISHED
- COUNTY RIGHT-OF-WAY
- PRIVATE PROPERTY LINE
- EXISTING UTILITY/RIGHT-OF-WAY EASEMENTS
- PROPOSED BOB JONES TRAIL EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED BJT EASEMENT ENCUMBERED
- PROPOSED BJT EASEMENT NON-ENCUMBERED
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT AREA SUMMARY

NO.	AREA (SF)
5	4,300
6	27,080
TEMPORARY CONSTRUCTION EASEMENT AREA	31,380

EXHIBIT B (PAGE 2 OF 3)

SAN LUIS OBISPO COUNTY

PROPERTY IMPACT: 076-061-078
BOB JONES TRAIL
June 20, 2022

PRELIMINARY - FOR REVIEW PURPOSES ONLY

GRAPHIC SCALE

WALLACE GROUP

FILE NAME: 0016-0101-EXH 075061078.DWG 6/20/2022 3:36 PM

LEGEND:

- STATE RIGHT-OF-WAY ACCESS RELINQUISHED
- COUNTY RIGHT-OF-WAY
- PRIVATE PROPERTY LINE
- EXISTING UTILITY/RIGHT-OF-WAY EASEMENTS
- PROPOSED BOB JONES TRAIL EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED BJT EASEMENT ENCUMBERED
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT AREA SUMMARY

NO.	AREA (SF)
2	6,580
3	4,430
TEMPORARY CONSTRUCTION EASEMENT AREA	11,010

EXHIBIT B (PAGE 3 OF 3)

SAN LUIS OBISPO COUNTY

PROPERTY IMPACT: 076-121-018
BOB JONES TRAIL
June 20, 2022

PRELIMINARY - FOR REVIEW PURPOSES ONLY

GRAPHIC SCALE

WALLACE GROUP

FILE NAME: 0018-0101-EXB 076121018.DWG 6/20/2022 3:33 PM

BOB JONES PATHWAY FINAL EIR - APPENDIX A
MITIGATION MONITORING AND REPORTING PROGRAM

1. STATUTORY REQUIREMENT

When a Lead Agency makes findings on significant environmental effects identified in an EIR, the agency must also adopt a "reporting or monitoring program for the changes to the project which it has adopted or made a condition of approval in order to mitigate or avoid significant effects on the environment" (Public Resources Code §21081.6(a) and California Environmental Quality Act Guidelines §15091(d) and §15097). The Mitigation Monitoring and Reporting Program (MMRP) is implemented to ensure that the mitigation measures and project revisions identified in the EIR are implemented. Therefore, the MMRP must include all changes in the proposed project either adopted by the project proponent or made conditions of approval by the Lead or Responsible Agency.

2. ADMINISTRATION OF THE MITIGATION MONITORING AND REPORTING PROGRAM

San Luis Obispo County (County) is the Lead Agency responsible for the adoption of the MMRP. As the project is a public action, the County is also considered the project applicant and is responsible for implementing, verifying and documenting compliance with the MMRP, in coordination with other identified agencies. According to CEQA Guidelines §15097(a), a public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity that accepts the delegation. However, until mitigation measures have been completed, the Lead Agency remains responsible for ensuring that the implementation of the measure occurs in accordance with the program.

As a County project, verification of mitigation compliance and responsibility for compliance is the responsibility the County's designated Project Manager. The Project Manager will be responsible for coordinating plan reviews and field verification with the appropriate County department staff or outside agencies.

3. MITIGATION MEASURES AND REPORTING PROGRAM

Table 1 is structured to enable quick reference to mitigation measures and the associated monitoring program based on the environmental resource. The numbering of mitigation measures correlates with numbering of measures found in the Impact Analysis chapters of the Draft EIR (DEIR). The measures have also been revised to reflect any revisions made in the Revised Draft EIR (RDEIR) and Final EIR.

In addition to the mandatory mitigation measures, the MMRP also reflects the voluntary mitigation measures that are part of project design and project description, as identified in the EIR.

EXHIBIT C

Table 1. Mitigation Monitoring and Reporting Program

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
Aesthetics/Visual Resources				
Voluntary Mitigation Measures				
VMM 1.1-AES1	Development, including access roads, shall minimize visibility as viewed from any designated scenic road or highway to the greatest extent practical. Alternative locations or standards may be approved where visual effects are reduced to an insignificant level or where visibility is desired.	• Review of Final Design Plans	• Prior to constructions	• County
VMM 1.1 -AES3	When screening is necessary to protect a sensitive visual resource, the following is appropriate. The site design shall use existing topographic features to the extent feasible. Where use of topography is not feasible, existing vegetation, new landscaping plants, berms and fencing may be used. Where feasible, the use of natural vegetation and/or landscaping shall take precedence over berms or fences. In cases where vegetation is used, the design shall provide that at least 80 percent of the structure(s), as viewed from public rights-of-way, shall be screened by plants at maturity. New landscaping should use native species to the extent feasible.	• Review and Approval of Landscape and Planting Plans	• Prior to Construction	• County
VMM 1.1-AES4	New structures proposed on prominent ridgelines shall be located so that they are not silhouetted against the sky as viewed from public roads or the ocean.	• Review of Final Design Plans Review • Approval of Landscape and Planting Plans	• Prior to Construction	• County
VMM 1.1-AES5	Grading and placement of structures shall occur at least 150 feet from bedrock outcroppings visible from public right of way.	• Review of Final Design Plans	• Prior to construction	• County • Contractor
VMM 1.1-AES6	No grading or structures shall occur on slopes greater than 20 percent (except in the case of trails) unless the County finds that there is no feasible alternative or that by allowing such grading or structures, the overall impacts would be better minimized. Grading shall be designed so that landform	• Review of Final Design Plans	• Prior to construction	• County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	alterations are minimized to the extent feasible and blend with the natural topography by following existing contours where feasible.			
VMM 1.1-AES7	Building height and mass of proposed buildings as viewed from public rights-of-way shall be minimized to the extent feasible by using low-profile design and other methods. Colors shall not markedly contrast with the surrounding environment but should complement and be similar to colors of surroundings.	• Review of Final Design Plans	• Prior to Construction	• County
VMM 1.1-AES8	Facilities shall be designed to minimize new light, except for the minimum required for safety. In general, lighting fixtures shall be downcast and hooded. Night lighting shall limit spillover visible at sensitive uses such as residences to the maximum extent practical. Use of glare-producing materials shall be minimized.	• Review of Final Design Plans • Review of Lighting Plan	• Prior to Construction • During construction	• County • Contractor
Mitigation Measures				
MM 2.1-1a	For land within the project's footprint under the County's jurisdiction, the County shall retain a qualified professional to select appropriate native plant materials (i.e., ground cover for pathway shoulders, shrubs and trees for areas where these plants have been removed in the area of proposed bridges) that will cover graded cut and fill slopes and that are compatible with adjacent vegetation to minimize visual impacts. Selected species shall be compatible with the requirements of the Environmental Coordinator, or its designee. Landscape and planting plans shall be submitted to San Luis Obispo County Parks and the Environmental Coordinator, or its designee, for review and approval prior to start of construction. Re-vegetation of disturbed areas shall take place concurrent with construction. The San Luis Obispo County Environmental Coordinator or its designee shall be responsible for mitigation monitoring to ensure mitigation planting is installed and maintained for five years.	• Review and Approval of Landscape and Planting Plans	• Prior to construction • During Project Construction • Five Years Post-Construction	• County • Contractor
MM 2.1-1b	For land within the project's footprint under Caltrans jurisdiction, the County shall select appropriate plant materials	• Review and Approval of	• Prior to construction	• County • Caltrans

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	that will cover graded cut and fill slopes and that are compatible with adjacent vegetation to minimize visual impacts. Selected species shall be compatible with Caltrans requirements and landscape standards. Plans shall be submitted to Caltrans or its designee for review and approval prior to start of construction. Re-vegetation of disturbed areas shall take place concurrent with construction. The San Luis Obispo County Environmental Coordinator or its designee shall be responsible for mitigation monitoring to ensure mitigation planting is installed and maintained for five years.	Landscape and Planting Plans	• During Project Construction • Five Years Post-Construction	• Contractor
MM 2.1-2a	The County shall design the proposed bridge structures and pathway improvements in accordance with the Highway Corridor Design Standards, where applicable. In addition, the bridge structure at the SLO Creek crossing within Segment 2 (Bunnell Bridge) shall have a maximum height limit that does not exceed an elevation of 80 feet (North American Vertical Datum 88 (NAVD88)), which equates to roughly 8 feet above the adjacent northbound Highway 101 lane, in order to reduce the vertical dimension of the structure and the potential for visual intrusion into the viewshed.	• Review and Approval of Final Improvement Plans	• Prior to Approval of Final Improvement Plans	• County • Contractor
MM 2.1-2c	The County shall prepare a landscape plan that provides maximum feasible screening of all new structures (i.e., bridges, ramps, retaining walls) when seen from adjacent roadways. New trees shall be planted in conformity with County lists and shall be compatible with adjacent vegetation to supplement the screening of the bridge structures as seen from Highway 101 and San Luis Bay Drive. The design shall be prepared by a qualified professional and plans shall be approved by the Environmental Coordinator, or its designee, prior to start of construction. All revegetation and planting shall be implemented concurrent with project construction. The Environmental Coordinator, or its designee, shall be responsible for mitigation monitoring to ensure mitigation planting is installed and maintained for five years.	• Review and Approval of Final Improvement Plans	• Prior to Approval of Final Improvement Plans	• County • Contractor
MM 2.1-3b	For land within the project footprint under Caltrans jurisdiction, the County shall select appropriate plant materials that will cover graded cut and fill slopes and that are compatible with	• Review and Approval of Final Improvement Plans	• Prior to Approval of Final Improvement Plans	• County • Caltrans • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	adjacent vegetation to minimize visual impacts. Selected species shall be compatible with Caltrans requirements. Plans shall be submitted to Caltrans or its designee for review and approval prior to start of construction. All plantings and re-vegetation shall be implemented concurrent with construction. The Environmental Coordinator, or its designee, shall be responsible for mitigation monitoring to ensure mitigation planting is installed and maintained for five years.		• During Construction • Five Years Post-Construction	
MM 2.1-3c	Prior to approval of final improvement plans, the County shall identify a texture or pattern for the vertical retaining surface specifically designed to reduce the large plane of uniform vertical surface. In addition, appropriate landscape shrubs are to be planted between the retaining wall and the highway to provide screening. The design shall be subject to review and approval by the Environmental Coordinator or its designee for compliance prior to start of construction. Caltrans shall also be consulted where the project falls within its jurisdiction. The Environmental Coordinator, or its designee, shall be responsible for mitigation monitoring to ensure mitigation planting is installed and maintained for five years.	• Review and Approval of Final Improvement Plans	• Prior to Approval of Final Improvement Plans • During Construction • Five Years Post-Construction	• County •
MM 2.1-3d	Prior to approval of final improvement plans, the San Luis Obispo County Environmental Coordinator shall ensure that all proposed design and landscaping requirements are incorporated into the final design drawings.	• Review and Approval of Final Improvement Plans	• Prior to Approval of Final Improvement Plans	• County
Agricultural Resources				
Voluntary Mitigation Measures				
VMM 1.1- AG 1	Pathway shall be sited so as not to be adjacent to agricultural operations to the extent feasible. Where necessary to prevent trespass, fences shall be incorporated into the design.	• Review of Final Design Plans	• Prior to Construction	• County
Mitigation Measures				
MM 2.2-3a	Prior to commencing construction, the County, in coordination with property owners and the San Luis Obispo County Department of Agriculture, shall develop and implement a	• Review and Approval of Farmland Conflict	• Prior to Construction	• County • County Department of Agriculture

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	Farmland Conflict Reduction Plan. The Farmland Conflict Reduction Plan shall be subject to review and approval by the San Luis Obispo Environmental Coordinator and shall include, at a minimum: 1. Methods for minimizing trespassing and disturbance by trail users; 2. Procedures for minimizing pesticide exposure (notification, pathway closure, etc.); 3. Rules to minimize conflicts between domestic animals and livestock; 4. Establishment of potential temporary pathway closure procedures; and 5. Examples of the signage, striping, and fencing required.	Reduction Plan • Review of Final Design Plans		• The Land Conservancy
MM 2.2-3b	As part of the Farmland Conflict Reduction Plan required through implementation of mitigation measure MM 2.2-3a, the County shall provide signage that describes the importance of the local agricultural lands and educate the public/users how to respect the surrounding important resources and reduce conflicts, including, but not limited to, the following: 1. Staying on designated trails; 2. Maintaining control of domestic animals; 3. Minimizing litter/waste; 4. Prohibiting picking of crops; and 5. Prohibiting the feeding of or contact with livestock. Signage shall be located at the trailheads and along portions of the pathway that are located adjacent to large private agricultural land holdings. All signage shall be installed prior to public use of the trail.	• Review and Approval of Farmland Conflict Reduction Plan	• Prior To Public Use Of Trail	• County • County Department of Agriculture • The Land Conservancy
MM 2.2-3c	As part of the Farmland Conflict Reduction Plan required through implementation of mitigation measure MM 2.2-3a, the County shall design the pathway alignment to avoid agricultural roads to the greatest extent feasible by locating the pathway alignment within existing rights-of-way and/or on ruderal lands. In addition, pathway alignment and intersections shall be designed to minimize conflicts with agricultural	• Review and Approval of Farmland Conflict Reduction Plan • Review of Final Design Plans	• Prior to Construction	• County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	operations through use of deterring devices such as fencing, striping, signage, bollards, and paving. Pavement and intersection development standards shall be identified and accommodate use by agricultural machinery and vehicles at all pathway/agricultural road intersection locations in order to minimize maintenance requirements where the pathway crosses agricultural roads. All methods of reducing conflict shall be demonstrated on final construction documents and will be subject to review and approval by the San Luis Obispo Environmental Coordinator.			
MM 2.2-3d	As part of the Farmland Conflict Reduction Plan required through implementation of mitigation measure MM 2.2-3a, circumstances that require temporary pathway closure shall be clearly defined. Such circumstances may include routine maintenance, agricultural spraying, or potential and/or actual flood conditions. The timing of and average duration of routine temporary closures shall be clearly defined in the Farmland Conflict Reduction Plan. Every effort shall be made to schedule temporary pathway closures during non-peak pathway usage periods, which are typically weekends, holidays, and commute hours. Any temporary closures shall be clearly posted at the trailheads, parking areas, and point of closure. The notification shall identify the reason for the closure, time and date of closure, and duration of closure. Signage shall be posted at least 24 hours prior to closure and removed immediately upon the identified duration or being cleared for re-opening by the San Luis Obispo Environmental Coordinator.	• Review and Approval of Farmland Conflict Reduction Plan	• Prior to Construction	• County
MM 2.2-3e	Prior to construction the County shall ensure that final construction documents include the requirements of the Farmland Conflict Reduction Plan and that the design is consistent with Appendices B, E, and F of the County of San Luis Obispo General Plan - Parks and Recreation Element. Plans shall be subject to review and approval by the San Luis Obispo County Environmental Coordinator.	• Review and Approval of Final Construction Documents	• Prior to construction	• County
MM 2.2-4a	Prior to preparation of final construction drawings, the County shall ensure that the proposed project minimizes the quantity	• Review and Approval of Final	• Prior to Preparation of Final	• County

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	and rate of runoff off-site. The pathway shall be graded to convey runoff to away from agricultural crops, orchards and/or fields to reduce runoff onto adjacent agricultural lands.	Construction Drawings	Construction Drawings	
MM 2.2-4b	Prior to use of the Bob J ones Pathway and throughout the life of the project, the County shall provide refuse bags and disposal cans for domestic animal waste at the trailheads and at accessible, serviceable points along the route	• Submittal of Maintenance Records	• Prior to Public Use of Trail and Throughout Trail Operation	• County
Air Quality				
Voluntary Mitigation Measures				
VMM 1.1-AQ1	1. Maintain equipment and vehicle engines in good condition and in proper tune per manufacturers' specifications and APCD. 2. Use electricity from power poles rather than temporary diesel- or gasoline-powered generators. 3. Use methanol- or natural gas-powered mobile equipment and pile drivers instead of diesel if available. 4. Use propane- or butane-powered on-site mobile equipment if available. 5. Store volatile liquids in closed containers. 6. No open burning of debris, lumber or other scrap permitted. 7. Evaluate, prior to final construction approval, a particular project's risk of releasing significant quantities of diesel particulate emissions, using APCD Guidelines. Projects which may exceed acceptable thresholds may be required to install one or more pieces of filtering equipment and/or use emulsified fuels. **8.** Implementation of Dust Control Measures, including the following: Watered areas with vehicle traffic; minimum of twice daily Streets adjacent to the project site shall be swept as needed.	• Review of Construction Management Plan • Review of Equipment List	• Prior to Construction • During Construction	• County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	Exposed areas, new driveways and sidewalks shall be seeded, treated with soil binders, or paved as soon as possible. Cover stockpiles of soil, sand and other loose materials. Cover trucks hauling soil, debris, sand or other loose materials. Sweep project area streets daily. Appoint dust control monitor to oversee/implement dust control. Contractor shall maintain continuous control of dust from construction. When wind creates dust, to generate nuisance complaints, Contractor shall suspend grading operations, and/or water. During construction, minimized amount of disturbed area. Onsite vehicle speeds should be reduced to 15 mph or less.			
VMM 1.1-AQ2	Portable equipment used during construction activities must be in compliance with SLO APCD permit requirements, which may require statewide registration or issuance of a permit from the SLO APCD prior to any construction.	• Review of Construction Management Plan • Review of Equipment List	• Prior to Construction • During Construction	• County • Contractor
Biological and Natural Resources				
Voluntary Mitigation Measures				
VMM 1.1- BIO1	Do not install impediments (fences, structures, lighting) to wildlife corridors.	• Review of Final Design Plan	• Prior to Construction • During Construction	• County • Contractor • Biological Monitor
VMM 1.1- BIO2	Limit access to sensitive areas; do not extend trail networks or provide single trails in sensitive areas.	• Review of Final Design Plan	• Prior to Construction	• County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
			• During Construction	
Mitigation Measures				
MM 2.3-1a	Prior to commencement of construction, the County shall finalize a comprehensive Habitat Mitigation and Monitoring Plan (HMMP), for review and approval by the County Environmental Coordinator, or its designee, that specifies final mitigation requirements for impacts to vegetation and natural habitats based on the requirements of permits and consultation with the resource agencies. The final HMMP shall be based on and generally consistent with the draft HMMP prepared by SWCA Environmental Consultants Inc. in February 2012, which is included as Appendix I of the Natural Environment Study (Technical Appendix T3 of the Draft EIR). The final HMMP will identify the specific mitigation sites along the vicinity of the SLO Creek riparian corridor, based on the specific mitigation acreage required by regulatory agencies during the permitting process. The final HMMP shall be consistent with federal and state regulatory requirements and reflect any regulatory permit conditions, as required. The San Luis Obispo County Environmental Coordinator, or its designee, shall ensure implementation of mitigation requirements of the HMMP during construction and immediately following project completion. Measures identified in the final HMMP shall include at a minimum the following: 1. On-site mitigation at the following minimum ratios, unless determined otherwise by a regulatory agency: 2. On-site mitigation (within areas in or near the SLO Creek watershed) for permanent impacts to jurisdictional areas would be implemented at a 2:1 ratio (the CDFW may require a replacement of 3:1 or more for trees removed); 3. Off-site mitigation for permanent impacts to jurisdictional areas would be implemented at a 3:1 ratio; and 4. On-site and/or off-site mitigation for temporary impacts to jurisdictional areas would be implemented	• Review and Approval of Habitat Mitigation and Monitoring Plan	• Prior to Construction • During Construction • Following Project Completion	• County

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	at a 1:1 ratio. 5. Any loss of southern California black walnut trees shall be mitigated at a 4:1 restoration ratio for every walnut tree removed and at a 2:1 ratio for every walnut tree trimmed or otherwise impacted but not removed. If more than 25 percent of a walnut tree must be trimmed, it shall be mitigated at a 4:1 restoration ratio. 6. Implementation of the restoration and mitigation activities will be conducted or overseen by an agency-approved restoration specialist. The restoration specialist will oversee site preparation and plant installation to ensure conformity with the final HMMP. Restoration and mitigation activities shall include, but are not limited to, plant salvage, site preparation and planting, installation of irrigation, and preparation and implementation of maintenance and monitoring plans. 7. The maintenance plan shall address watering requirements, weed control, herbicide use, vandalism, and remedial plantings and fertilizing. The monitoring plan shall identify a monitoring schedule, performance goals, other attributes to monitor, and reporting requirements. 8. Obtaining a Section 1602 Streambed Alteration Agreement from the CDFW and coordinating with the SWRCB/RWQCB regarding the need for a Section 13263(a) general waste discharge requirement (WDR) for project-related impacts that will occur in areas under the jurisdiction of these regulatory agencies.			
MM 2.3-1b	The County shall provide evidence of all necessary permit or authorizations from Federal and State Agencies, including the USACE, RWQCB, and CDFW. Pursuant to Section 7 of the Endangered Species Act, formal consultation shall be initiated with the California Department of Fish and Wildlife (CDFW), US Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Service (NMFS) for impacts to listed species	• Review and Approval of Habitat Mitigation and Monitoring Plan	• Prior to Construction	• County • California Department of Fish and Wildlife • US Fish and Wildlife Service • National Marine

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	(i.e. south-central California coast steelhead ESU). The HMMP required through implementation of mitigation measure MM 2.3-1a shall be updated within 30 days of issuance of any applicable permits to reflect specific permit requirements for observed special-status species. The updated HMMP shall be submitted for review and approval by the County Environmental Coordinator, or its designee.			Fisheries Service
MM 2.3-1c	If any special-status species are observed in or near work areas during monitoring or construction, the County shall have a qualified biologist map, establish and mark off an exclusion zone, and avoid these species until the appropriate regulatory agencies (e.g., Caltrans, USFWS, and CDFW) are consulted for further mitigation options. Additional measures may include temporary halting of work, avoidance, relocation, or other measures as identified by the resource agencies, depending upon the specific species and its distribution.	• Review and Approval of Final Construction Documents, • Submittal of Biological Monitoring Reports	• During Construction	• County • Contractor
MM 2.3-1d	Prior to commencement of construction, County shall have a qualified biologist prepare and conduct a worker environmental training program. The environmental training program shall include descriptions of all special-status species with the potential to occur within the project area, their ecology, legal status, the need for conservation of the species, and what to do if one is observed. The environmental training program shall be subject to review and approval by the County Environmental Coordinator, or its designee. All construction personnel conducting work within habitat that potentially supports these species shall participate in the training program conducted by a qualified biologist. Evidence of participation in the environmental training program shall be submitted to the County Environmental Coordinator on a quarterly basis.	• Review and Approval of Worker Environmental Training Program, • Submittal of Environmental Training Program Sign In Sheets	• Prior to Construction	• County
MM 2.3-1e	Prior to commencement of construction, the County shall have a qualified biologist conduct pre-construction surveys for Coast Range newts, southwestern pond turtles, silvery legless lizards, and two-striped garter snakes and any other California Special Concern species or other special-status species identified in areas along and adjacent to the SLO Creek corridor where construction will occur. The County shall obtain	• Submittal of Pre-Construction Survey Results and Biological Monitoring Reports • Obtain CDFW Letter of	• Prior to Construction	• County •

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	a letter of permission from the California Department of Fish and Wildlife (CDFW) to relocate identified California Special Concern species from work areas encountered during construction as necessary. A qualified biologists shall capture and relocate any California Special Concern species or other special-status species (if present) to suitable habitat outside of the area of impact. Observations of California Special Concern species or other special-status species shall be documented on California Natural Diversity Database forms and submitted to CDFW and the San Luis Obispo County Environmental Coordinator, or its designee, upon project completion.	Permission		
MM 2.3-1f	Prior to commencement of construction, the County shall implement recommended avoidance and minimization measures for CRLF provided under the *Programmatic Biological Opinion for Projects Funded or Approved Under the Federal Aid Program* as noted in the Natural Environment Study (Technical Appendix T3 of the DEIR) and as summarized below. These measures include, but are not limited to, the following: 1. Prior to ground disturbance, a USFWS-approved biologist shall survey the project area no more than 48 hours before the onset of work activities. If any life stage of the CRLF is found and these individuals are likely to be killed or injured by work activities, the approved biologist shall be allowed sufficient time to move them from the site before work activities begin. The USFWS-approved biologist shall relocate the California red-legged frogs the shortest distance possible to a location that contains suitable habitat and will not be affected by the activities associated with the project. The USFWS-approved biologist shall maintain detailed records of any individuals that are moved (e.g., size, coloration, any distinguishing features, photographs [digital preferred]) to assist him or her in determining whether translocated animals are returning to the point of capture. 2. Prior to any activities beginning on the project site, a USFWS-approved biologist shall conduct a training session for all construction personnel. At a minimum,	• Submittal of Survey Results and Biological Monitoring Reports, • Review and Approval of Worker Environmental Training Program	• Prior to Construction	• County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	the training shall include a description of the California red-legged frog and its habitat, the specific measures that are being implemented to conserve the CRLF for the current project, and the boundaries within which the project may be accomplished. Brochures, books, and briefings may be used in the training session, provided that a qualified person is on hand to answer any questions. 3. A USFWS-approved biologist shall be present at the work site until all CRLFs have been removed, workers have been instructed, and disturbance of the habitat has been completed. After this time, the state or local sponsoring agency shall designate a person to monitor on-site compliance with all minimization measures as required under the Habitat Mitigation and Monitoring Plan. 4. All refueling, maintenance, and staging of equipment and vehicles shall occur at least 60 feet (18 meters) from the riparian habitat or water bodies and not in a location from which a spill would drain directly toward aquatic habitat. The monitor shall ensure contamination of habitat does not occur during such operations. 5. Project areas shall be revegetated with an assemblage of native riparian, wetland, and upland vegetation suitable for the area. Locally collected plant materials shall be used to the extent practicable. Invasive, exotic plants shall be controlled to the maximum extent practicable. This measure shall be implemented in all areas disturbed by activities associated with the project, unless the USFWS and Caltrans determine that it is not feasible or modification of original contours would not benefit the CRLF. 6. The number of access routes, size of staging areas, and the total area of activity shall be limited to the minimum necessary. 7. Work shall be scheduled for the times of the year when impacts to the CRLF would be minimal. For			

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	example, work that would affect large pools that may support breeding would be avoided, to the maximum degree practicable, during the breeding season (November through May). Isolated pools that are important to maintain California red-legged frogs through the driest portions of the year would be avoided, to the maximum degree practicable, during the late summer and early fall. 8. Best management practices (BMPs) shall be implemented to control sedimentation during and after project implementation. 9. If a work site is to be temporarily dewatered by pumping, intakes shall be completely screened with wire mesh not larger than 0.2 inch (5 mm) to prevent California red-legged frogs from entering the pump system. Water shall be released or pumped downstream at an appropriate rate to maintain downstream flows during construction. 10. Water shall not be impounded in a manner that may attract CRLFs. 11. Exotic species, such as bullfrogs (*Rana catesbeiana*), crayfish, and centrarchid fishes shall be permanently removed by a USFWS-approved biologist to the maximum extent possible. 12. The use of herbicides is prohibited as the primary method to control invasive, exotic plants along the pathway, except in areas of managed agriculture, where use of pesticides (including herbicides) is regulated by the California Food and Agriculture Code. Evidence of compliance with the recommended avoidance and minimization measures for CRLF shall be submitted to the San Luis Obispo County Environmental Coordinator on a quarterly basis			
MM 2.3-2a	Prior to construction, the County shall document on all final construction documents that vegetation removal shall occur outside of the nesting season (September 1 to February 14), wherever possible, to prevent birds from nesting within areas	• Review and Approval of Final Construction Documents	• Prior to construction	• County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	of disturbance during or just prior to construction. These timing requirements shall confirmed by the San Luis Obispo County Environmental Coordinator, or its designee.			
MM 2.3-2b	If construction activities are proposed to occur during the typical nesting season (February 15 to August 31) within 200 feet (60 meters) of potential nesting habitat or 100 feet of the existing South Higuera bridge, the County shall have a qualified biologist conduct pre-construction surveys for nesting birds (including swallows) in potential nesting habitat. Pre-construction surveys shall be conducted at least two weeks prior to construction to determine presence/absence of nesting birds within the project area. The USFWS and/or the CDFW shall be contacted if any listed bird species are observed during surveys and consulted for additional guidance if nesting birds are observed within or near the boundaries of the project site. Nests, eggs, or young of birds covered by the Migratory Bird Treaty Act and the California Fish and Game Code shall not be moved or disturbed until the end of the nesting season or until young fledge, whichever is later, nor shall adult birds be killed, injured, or harassed at any time. Work activities shall be avoided within 100 feet (30 meters) of active bird nests and 200 feet (60 meters) of active raptor nests until young birds have fledged and left the nest. Readily visible exclusion zones shall be established by a qualified biologist in areas where active nests must be avoided. Results of the pre-construction surveys shall be submitted to the San Luis Obispo County Environmental Coordinator, or its designee, upon completion and prior to construction.	• Submittal of Pre-Construction Survey Results and Biological Monitoring Reports	• Prior to Construction	• County

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Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
MM 2.3-3a	Wherever work is to occur within 100 feet (30 meters) of bridges or other artificial structures capable of supporting bat roosts, the County shall have a qualified biologist conduct pre-construction surveys (at least two at dawn and two at dusk) for bat roosts. Pre-construction surveys shall be conducted at least 30 days prior to construction to determine whether bats are roosting in these structures. The biologist(s) conducting the pre-construction surveys will also identify the nature of the bat utilization of the bridge (i.e., no roosting, night roost, day roost, maternity roost). Results of the pre-construction surveys shall be submitted to the San Luis Obispo Environmental Coordinator, or its designee, upon completion and prior to work commencing within 100-feet of existing structures that are capable of supporting bat roosts.	• Submittal of Pre-Construction Survey Results	• Prior to Commencing Construction activity within 100-feet of existing Structures	• County
MM 2.3-3b	If roosting bats are identified during surveys conducted as a result of implementation of mitigation measure MM 2.3-3a, the County shall implement the following measures during construction: 1. Readily visible exclusion zones shall be established in areas where roosts must be avoided. 2. If there is only night roosting by bats, work may proceed as normal, provided that no nighttime work is scheduled. If there is day roosting by bats (or night roosting and work during nighttime), qualified biologists shall monitor any construction activities within 100 feet (30 meters) for disturbance to bat roosting. If bat roosting behavior is determined to be adversely impacted by construction activities, construction must be avoided in the vicinity of bat roosts until either bats are no longer roosting or they have been excluded from roosting. If maternity roosts are detected, construction activities must be avoided within 100 feet (30 meters) of an active maternity roost until the end of the maternity roosting season, which typically occurs during the spring and summer months.	• Submittal of pre-construction Survey Results and Biological Monitoring Reports	• Prior to Construction, • During Construction	• County

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Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
MM 2.3-4a	Prior to commencement of construction, the County shall retain a qualified biological monitor(s) approved by all involved regulatory agencies to ensure compliance with avoidance and minimization measures within the project environmental documents. Monitoring will occur throughout the length of construction or as directed by the regulatory agencies. Full-time monitoring will occur during vegetation removal and erosion control installation. Monitoring may be reduced to part time once construction activities are under way and the potential for additional impacts is reduced. Monitoring reports shall be submitted to the San Luis Obispo County Environmental Coordinator, or its designee, on a quarterly basis or as specified by specific mitigation measures.	• Submittal of Biological Monitoring Reports	• Prior to Construction	• County
MM 2.3-4b	During construction, the biological monitor(s) will ensure that the spread or introduction of invasive exotic plant species will be avoided to the maximum extent possible. When practicable, invasive exotic plants on the project site (such as *Arundo donax*) will be removed and properly disposed.	• Submittal of Biological Monitoring Reports	• During Construction	• County
MM 2.3-4c	Any construction activities across SLO Creek shall take place between une 15 and October 31 in any given year, or as otherwise directed by the regulatory agencies, when the surface water is likely to be dry or at seasonal minimum. Deviations from this work window will only be made with permission from the relevant regulatory agencies.	• Review and Approval of Final Construction Management Plan	• Prior to Approval of Final Construction Management Plan	• County
MM 2.3-4d	Prior to commencement of construction, the County shall clearly flag or fence the project site so that the contractor is aware of the limits of allowable site access and disturbance. Areas within the designated project site that do not require regular access will be clearly flagged as off-limit areas to avoid/discourage unnecessary damage to sensitive habitats or existing vegetation within the project site.	• Review and Approval of Final Construction Management Plan	• Prior to Construction	• County • Contractor

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Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
MM 2.3-4e	Prior to commencement of construction, the County shall prepare a Hazardous Materials (HAZMAT) Response Plan to allow for a prompt and effective response to any accidental spills. Upon complement of the HAZMAT Response Plan it shall be submitted to the San Luis Obispo County Environmental Coordinator, or its designee, to ensure compliance. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur. During construction, all project-related hazardous materials spills within the project site will be cleaned up immediately. Spill prevention and cleanup materials will be on site at all times during construction. The HAZMAT Response Plan shall allow the cleaning and refueling of equipment and vehicles occur only within a designated staging area, which shall be located at least 60 feet from wetlands, other waters, or other aquatic areas. This staging area will conform to best management practices (BMPs) applicable to attaining zero discharge of stormwater runoff. At a minimum, all equipment and vehicles will be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.	• Review and Approval of Hazardous Materials Response Plan • Submittal of Worker Training Sign in Sheets	• Prior to Construction	• County

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Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
MM 2.3-4f	Prior to commencement of construction, the County shall have a qualified arborist prepare a tree removal plan that minimizes the trimming and removal of trees to the extent feasible. Upon completion of the tree removal plan it shall be submitted to the San Luis Obispo County Environmental Coordinator, or its designee, to ensure compliance. To avoid the potential for unnecessary removal or trimming of trees, any trees to be removed shall be marked with colored flagging or other suitable material. Trees to be trimmed shall be similarly marked but with a different color to differentiate them from trees to be removed. Unmarked trees shall not be removed or trimmed. After construction, any loss of riparian trees shall be replaced at a minimum 3:1 replacement ratio, or as otherwise directed by the regulatory agencies. Methods for riparian vegetation replacement shall be incorporated into the final Habitat Mitigation and Monitoring Plan.	• Review and Approval of Tree Removal Plan and Final Habitat Mitigation and Monitoring Plan	• Prior to Construction • Project Completion	• County
MM 2.3-4g	Prior to commencement of construction, the County shall prepare and incorporate into final construction documents an erosion control plan and stormwater pollution prevention plan (SWPPP) for the project. Provisions of these plans shall be implemented during and after construction as necessary to avoid and minimize erosion and stormwater pollution in and near the work area. The SWPPP shall include erosion control measures to be implemented during and after project implementation (refer to Appendix L of the Natural Environment Study including in Technical Appendix T3 of the DEIR). Silt fencing, fiber rolls, and barriers (e.g., hay bales) will be installed between the project site and adjacent wetlands and other waters. No synthetic plastic mesh products shall be used in any erosion control materials. At a minimum, silt fencing will be checked and maintained on a daily basis throughout the construction period. The contractor shall also apply adequate dust control techniques, such as site watering, during construction. The San Luis Obispo County Environmental Coordinator, or its designee, shall ensure compliance with the SWPPP throughout the duration of the proposed project.	• Review and Approval of Final Construction Management Plans Including Erosion Control Plan and Stormwater Pollution Prevention Plan (SWPPP)	• Prior to Construction	• County • Contractor

EXHIBIT C

Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
MM 2.3-4h	Prior to commencement of construction, the County shall prepare a construction management plan that identifies the rules and requirements of the job site. Upon completion of the construction management plan it shall be submitted to the San Luis Obispo County Environmental Coordinator, or its designee, to ensure compliance. The construction management plan shall reference other applicable plans (i.e., SWPPP, HAZMAT Response Plan, employee training program, etc.), identify construction hours, contact names and numbers, and other specific management requirements, including, but not limited to, the following: 1. During construction, trash will be contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris will be removed from work areas. All vegetation removed from the construction site shall be taken to a certified landfill to prevent the spread of invasive species. If soil from weedy areas (such as areas with poison hemlock or other invasive exotic plant species) must be removed off site, the top 6 inches containing the seed layer in areas with weedy species shall be disposed of at a certified landfill. 2. During construction, no pets will be allowed on the construction site.	• Review and Approval of Construction Management Plan	• Prior to Construction	• County
MM 2.3-7	Prior to construction, the County shall ensure that the final alignment of the Bob ones Pathway avoids impacts to southern California black walnut trees to the extent practicable. If southern California black walnut trees cannot be avoided and must be removed or trimmed during construction, their loss shall be mitigated at a 4:1 restoration ratio for every walnut tree removed and at a 2:1 ratio for every walnut tree trimmed or otherwise impacted but not removed. If more than 25 percent of a walnut tree must be trimmed, it shall be mitigated at a 4:1 restoration ratio.	• Review and Approval of Habitat Mitigation and Monitoring Plan	• Prior to construction	• County
Cultural Resources				
MM 2.4-1b	Prior to construction of any improvements at the Octagon Barn (Segment 1), the County shall submit detailed final	• Review and Approval of Final	• Prior to construction of any	• County

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Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	improvement plans for the proposed trailhead improvements at the Octagon Barn Center to the County Environmental Coordinator, or its designee, for review and approval. The County Environmental Coordinator, or its designee, shall review the final plans to ensure consistency with the approved phased conditional use permit for the Octagon Barn Center project (DRC20010-00053). Design-level improvement plans shall identify all proposed structures and equipment, as well as proposed materials, and show elevations in relationship to existing buildings/structures.	Improvement Plans	improvements In Segment 1	
MM 2.4-1c	If, during the course of constructing and implementing the proposed project, archaeological, paleontological, and cultural resources (i.e., prehistoric sites, historic sites, or isolated artifacts and features) are discovered, the contractor shall halt all ground disturbing activities immediately within 50 feet of the discovery, the San Luis Obispo County Environmental Coordinator, or its designee, shall be notified, and a professional archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards and Guidelines in archaeology and/or history shall be retained by County to determine the significance of the discovery. The San Luis Obispo County Environmental Coordinator, or its designee, and the County shall consider mitigation recommendations presented by a professional archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards and Guidelines in archaeology and/or history for any unanticipated discoveries. The San Luis Obispo County Environmental Coordinator, or its designee, and the County shall consult and agree upon implementation of a measure(s) that they deem feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. The County shall implement any mitigation necessary for the protection of archaeological, paleontological, and cultural resources.	• Review and Approval of Final Construction Management Plan • Archaeologist Report	• During Construction	• County • Contractor
Geology/Hydrology				

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Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
Voluntary Mitigation Measures				
VMM 1.1- G/H1	Facility construction shall be programmed so as to reduce the potential for erosion. Considerations shall include timing to avoid the wet season (generally October 1 through April 15), and limiting the extent of exposed area either through staggering project phases or through a rapid revegetation program. Any construction activity which will involve disturbance of one acre or more will require permitting through the RWQCB NPDES program. All necessary permits will be obtained prior to construction.	• Review of Final Construction Management Plan including Schedule	• Prior to Construction	• County
VMM 1.1- G/H2	The construction program shall minimize temporary impacts to stormwater flow and drainage by incorporating best management practices. Available BMPs are numerous, and include, but are not limited to, staging area control measures such as proper stockpile maintenance, perimeter control measures such as straw wattle and sandbagging, and internal control measures such as temporary sediment basins. Activities subject to the NPDES permitting program will include these measures in their Stormwater Pollution Prevention Plan (SWPPP).	• Review of Final Construction Management Plan including Schedule	• Prior to Construction	• County
VMM 1.1- G/H3	Facilities shall be designed to as to minimize the amount and rate of off-site runoff. No matter the technology used, the facility shall provide sufficient stormwater infrastructure to minimize off-site increases in runoff volume or rate. Facilities shall incorporate, where necessary, appropriate and feasible, measures such as: 1. Permeable paving or surfacing materials. 2. Bioswales or linear depressions in lieu of hard pipe/single outfall options. 3. Natural topographic features to direct/disperse flow. 4. Conjunctive use of recreational facilities to direct and disperse flow. 5. Vegetated buffers. 6. Retention basins (dispersed, small/shallow basins are preferred to single, deep and large basins).	• Review of Final Design Plans • Review of Final Construction Management Plans including Construction BMPs	• Prior to Construction • During Construction	• County • Contractor

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Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	Other energy-dissipating structures.			
VMM 1.1- G/H4	Facilities shall be maintained so as to minimize the potential for long-term erosion and to ensure rapid response to emerging erosion problems. Trails, and unsurfaced parking or staging areas, among other facilities, shall be inspected on an ongoing basis, at least prior to and after the rainy season, to ensure emerging erosion problems are addressed. Ongoing problems may require surfacing, facility closure, redesign, or revegetation.	• Review of Operation and Maintenance Plan	• Post Construction	• County
VMM 1.1- G/H5	Facilities shall be operated in a manner which minimizes ongoing impacts to drainage patterns and water quality. The County shall ensure that all installed measures and technologies are maintained in proper function. Stormwater infrastructure shall be inspected at least prior to and after the rainy season to include functionality; any needed repairs or alternative measures shall be pursued as soon as possible following discovery.	• Review of Operation and Maintenance Plan	• Post Construction	• County
Noise				
Voluntary Mitigation Measures				
VMM 1.1-N1	Where construction activities will take place near sensitive receptors, the County Noise Ordinance for construction activities, which limits hours of operation, shall apply.	• Review of Construction Management Plans including Schedule	• During Construction	• County • Contractor
Transportation and Circulation				
Voluntary Mitigation Measures				
VMM 1.1 - TRA1	Facilities shall provide adequate parking such that surrounding area streets are not adversely impacted.	• Review of Final Design Plans	• Prior to Construction	• County
VMM 1.1 - TRA2	Construction activities shall deploy signage, cones, and public notice, among other measures subject to the approval of the County Public Works Department, to minimize potential hazards	• Review of Construction Management Plan	• Prior to Construction • During	• County

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Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
			Construction	
Mitigation Measures				
MM 2.6.2-1	Prior to final design approval, the County shall design the proposed project consistent with the requirements of the San Luis Obispo County 2011 Public Improvement Standards and Caltrans' Manual for Uniform Traffic Control Devices. The final design shall be subject to review and approval by the San Luis Obispo County Department of Public Works.	• Review and Approval of Final Design Plans	• Prior to Approval of Final Design Plans	• County
MM 2.6.2-2	A single at-grade crossing of South Higuera Street to accommodate a connection to the City's portion of the pathway would be designed consistent with San Luis Obispo County's *2011 Public Improvement Standards*. The final design of a single at-grade crossing of South Higuera Street shall be included in the design of the future Buckley Road extension, which will include a signalized intersection at South Higuera Street. An interim at-grade crossing of South Higuera Street may be acceptable prior to the construction of the signalized intersection under the following circumstances: 1. Prior to final design approval, the County shall review and approve a design for a single interim at-grade crossing on South Higuera Street. 2. The location of this single interim at-grade crossing shall be coordinated with the City of San Luis Obispo and the San Luis Obispo County Department of Public Works. 3. The San Luis Obispo County Department of Public Works shall ensure that the design of the at-grade crossing is consistent with the San Luis County 2011 Public Improvement Standards and Caltrans' Manual for Uniform Traffic Control Devices. Necessary safety features may include, but are not limited to, the following design features as deemed appropriate to provide a safe crossing: • Use of flashing lights, roadway striping, or changes in pavement texture. • Signing for path users shall include a standard	• Review and Approval of Final Design Plans	• Prior to Approval of Final Design Plans • Post Construction	• County • The Land Conservancy • City of San Luis Obispo

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Mitigation Measure	Requirements of Measure	Compliance Method	Verification/ Timing	Responsible Party
	"STOP" sign and pavement marking, combined with other features such as bollards to slow bicyclists. • For path users, directional signs and street names at crossings to help direct people to their destinations. • For motorists, a sign reading "Path Xing" along with a path emblem or logo to both warn and promote use of the path itself. • A median stripe on the path approach to organize and warn path users. • Crosswalk striping in accordance with local and state preference, possibly accompanied by pavement treatments to help warn and slow motorists. The interim at-grade crossing shall be abandoned with construction of the Buckley Road extension and relocated to the south side of the new Buckley Road/South Higuera Street signalized intersection.			
MM 2.6.3-1	Prior to final design approval, the County shall ensure that the project has been designed to provide the following: 1. Pathway landmarks or other location aids to allow an injured or ill party to convey location to emergency responders for party locating; 2. Provide emergency access for a 20-ton fire engine to remote areas of the pathway; and 3. Informational signs, gate control, and weather monitoring to avoid flood hazards during storm events. The environmental coordinator, or its designee, shall review the final improvement plans for consistency prior to commencing construction.	• Review and Approval of Final Improvement Plans	• Prior to Approval of Final Improvement Plans	• County