

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PLANNING & BUILDING TREVOR KEITH, DIRECTOR

THIS IS A REVISED NEW PROJECT REFERRAL / SUMMARY

DATE: 12/11/2024

TO: AG COMMISSIONER, APCD, BUILDING, CAL FIRE, AVILA VALLEY ADVISORY COUNCIL, CAL TRANS, ENVIRONMENTAL HEALTH, LEGISLATIVE ASSISTANT 3RD DIST, PUBLIC WORKS, RWQCB, CODE ENFORCEMENT, SHERIFF AND STORM WATER.

FROM: Eric Tolle / 805-788-2148 / etolle@co.slo.ca.us

PROJECT NUMBER & NAME: N-DRC2024-00042 Noland

PROJECT DESCRIPTION: **PROJECT DESCRIPTION HAS BEEN REVISED TO NOW INCLUDE THE ADDITIONAL REQUEST TO CONVERT THE EXISTING AG WORKER DWELLING INTO AN BED & BREAKFAST (B&B) (12-09-24)** A request by Dan and Lindsey Noland for a Conditional Use Permit to allow up to 20 temporary outdoor events per year on the grounds of 6441 Monte Road with a maximum of 120 guests per event for 15 years and waiver of the secondary access requirement. There is a concurrent GPA amendment application (LRP2024-00008) to change this property's designation from Agriculture (AG) to Residential Rural (RR). This project is currently under a code violation (CODEE2024-22) for operating special events without a land use entitlement permit.

APN: 076-251-045

<u>Please submit comments within 14 days from receipt of this referral. CACs please respond within 60 days. Thank you. In your response, please consider and/or indicate the following:</u>

Date	Nan	ne		Phone	
IF YOU HAVE "	NO COMMEN	T," PLEASE INDICATE (VIA E-MAIL OR PHO	DNE).	_
Please	attach any co	ECOMMENDATION FO Inditions of approval y Commending denial.		be incorporated in	to the project's approval, or
PART II: ARE I	YES (Plea impacts to	CANT CONCERNS, PR se describe impacts, less-than-significant le se go on to PART III.)	along with recomm	ended mitigation m	OF REVIEW? neasures to reduce the
PART I: IS THE	YES (Plea	ise go on to PART II.)	/hat else you need.		ays in which we must obtair

*All information and/or material provided in the following Referral Package is valid for 90 days after this correspondence.

After that time please contact the Project Manager for the most updated information.

SOUTH COUNTY REFERRAL REQUEST REFERRAL TYPE:

DATE REQUESTED: ASSIGNED PLANNER:

PROJECT NAME: PROJECT DESCRIPTION:

COUNTY DEPARTMENTS

AG COMMISSIONER ENV HEALTH SHERIFF

AIRPORT HEAL SLO STORM WATER

AIR POLLUTION CONTROL BOARD (APCD) LEGISLATIVE ASSISTANT

ASSESSOR PARKS

BUILDING PUBLIC WORKS

CAL FIRE/ COUNTY FIRE ROAD NAMING (TRACT/PARCEL MAP)

COMMUNITY ADVISORY COUNCILS

AVILA VALLEY ADVISORY COUNCIL SOUTH COUNTY ADVISORY COUNCIL

OCEANO/ HALCYON ADVISORY COUNCIL WATER RESOURCES ADVISORY COMMITTEE (WRAC)

OLDE TOWNE NIPOMO ASSOCIATION VACO

SERVICE PROVIDERS

AT&T PG&E

CHARTER CABLE TV SOUTHERN CAL GAS CO.

COMMUNITY SERVICES DISTRICTS

AVILA CSD (INC FIRE) OCEANO CSD

CSA SLO COUNTRY CLUB (SEWER)

FIVE CITIES FIRE AUTHORITY SOUTH SLO COUNTY SANITATION (OCEANO)

NIPOMO CSD SQUIRE CANYON CSD (ROADS ONLY)

SCHOOL DISTRICTS

SAN LUIS COASTAL LUCIA MAR

CITIES

ARROYO GRANDE MORRO BAY SAN LUIS OBISPO ATASCADERO PASO ROBLES SANTA MARIA

GROVER BEACH PISMO BEACH OTHER:

COUNTY & COUNTY AGENCIES

KERN COUNTY MONTEREY COUNTY MONTEREY COUNTY WATER

KINGS COUNTY MONTEREY COUNTY PARKS OTHER:

OTHER AGENCIES

ARMY CORPS

NATIONAL GUARD/ CAMP ROBERTS

BICYCLE ADVISORY COMMITTEE

NATIONAL MARINE FISHERIES SERVICE

BUREAU OF LAND MANAGEMENT RWQCB

CA FISH & WILDLIFE STATE LANDS COMMISSION

CAL TRANS STATE PARKS

COASTAL COMMISSION US FOREST SERVICE COASTAL SAN LUIS RESOURCE CONS. US FISH & WILDLIFE

DEPARTMENT OF CONSERVATION (OMR) OTHER:

OTHER

AB52 OTHER:

GEOLOGY REVIEW (TBA new geologist. Do not send referral to Brian Papurello, Landset Eng)

PROJECT DESCRIPTION

A request by Dan and Lindsey Noland for a Conditional Use Permit to convert an existing Agricultural Worker Dwelling into an 8-unit Bed and Breakfast lodging (B&B), an event venue for up to 20 temporary events per year with attendance of less than 150 guests, and a waiver of the secondary access requirement. The project site is located in the Agriculture land use category and is located at 6445 Monte Road, on the east side of Monte Road, approximately 0.3 miles from the San Luis Bay Drive / US 101 (Figure 1: Area Plan)



Figure 1. Area Plan

Below is a detailed description of the project components:

- Construction of a new equestrian/temporary event structure (the "Barn") (see Attachment 1: Site Plan C-3);
- Request for 20 temporary events annually;
- Conversion of existing Agricultural Worker Dwelling into an 8-unit B&B (see Attachment 1: Site Plan C-3);
- Repave a 360' section of existing driveway (see Attachment 1: Site Plan C-1);
- Use of existing Winter Horse Paddock for parking of up to 40 vehicles (the "Upper Parking", see Attachment 1: Site Plan C-1);
- Regrade (~4ksf & ~280cy) and pave a 160' section of existing driveway to provide CalFire access to Seating Area 1 (see Attachment 1: Site Plan C-2);
- Use of existing grass field adjacent to Barn for parking of up to 40 vehicles (the "Lower Parking") (see Attachment 1: Site Plan C-3);
- Use of the property as an equestrian facility including a boarding stable, riding school, and horse exhibition facilities, and;

- Waiver of secondary access requirement for outdoor temporary events.
- **1. TEMPORARY EVENTS** The proposed temporary events comply with LUO Section 22.30.610 as follows:
 - **1.1. Temporary Event Count, Size & Length of Permit:** 20 total seated spectator events per year with up to 150 guests for 15 years beginning on April 1, 2025 or following satisfaction of all applicable conditions of the permit, whichever date is later;
 - **1.2. Temporary Event Frequency and Duration:** events will be limited to 1 per week with no event lasting longer than 12 consecutive days or four successive weekends;
 - **1.3. Temporary Event Locations:** Each event will take place in one of two seating areas (neither of which is located within 1,000 feet of any Residential Single-Family land use category):
 - 1.3.1. Seating Area 1 is located on the Chateau Lawn (see Attachment 1: Site Plan C-2);
 - 1.3.2. Seating Area 2 is in the Barn (see Attachment 1: Site Plan C-3);
 - 1.3.3. Both seating areas are 768 square feet (see Attachment 3);
 - 1.4. Temporary Event Parking: Seated Spectator Events require 1 parking space for each 12 square feet of seating area. Thus, 64 off-street parking spaces (768sf/12) including 2 ADA accessible parking spaces will be provided for guests and vendors for each event as follows:
 - 1.4.1. The ADA accessible parking requirement will be met with 2 spaces adjacent to Chateau Lawn (see Attachment: Site Plan C-2) and 2 spaces adjacent to the Barn see Attachment 1: Site Plan C-3);
 - 1.4.2. The regular parking requirement will be met with 31 temporary spaces referred to as Upper Parking (see Attachment 1: Site Plan C-1), and 33 temporary spaces referred to as Lower Parking (see Attachment 1: Site Plan C-3); both parking areas will remain unimproved and covered with non-combustible materials with less than 10% slope; no grading or clearing will be required; the combined area of the two parking areas is approximately 35ksf, which exceeds the required 400 square feet per car.
 - 1.4.3. a Transportation Management Plan (Attachment 2) is proposed, which will be adopted and implemented detailing how a shuttle service will be provided by applicant during events moving guests and vendors from Upper Parking to the Barn or from Lower Parking to Chateau Lawn.
 - 1.5. Temporary Event Fire Protection: Temporary Events will not be allowed at one or the other seating area until applicant demonstrates for the specific seating area compliance with all applicable standards, regulation, codes, and ordinances (2022 CA Fire Code, CA State Title 14, San Luis Obispo County Title 16), including but limited to:
 - 1.5.1. The Barn shall comply with all applicable standards, regulations, codes and ordinances at time of building permit issuance;
 - 1.5.2. Emergency Access SLO County Fire Department (SLOCFD) access to within 150' of the seating area, 20-feet width with a 4-foot shoulder, 13-foot 6-inch vertical clearance, turnarounds, grades not exceeding 20%, nonskid asphalt or concrete surfaces for grades exceeding 12%, and code compliant horizontal curves, gates, and

- defensible space on both sides of roadway (see Attachment 1 for additional details on how fire access will be provided);
- 1.5.3. Tented temporary events will not be allowed unless an event-specific "Special Event Permit Application" is obtained from the Fire Department prior to the applicable event.
- 1.5.4. Existing Structures No part of any existing structure is approved for use for events as part of the proposed use permit.
- 1.5.5. Secondary Emergency Access SLOCFD has evaluated the proposed use and concluded that it is <u>not possible</u> to meet the secondary emergency access requirement in LUO 22.30.610 due to Monte Road being a dead end road. Thus, applicant is requesting that a waiver of this requirement from this requirement. SLOCFD has indicated that they will waive their secondary emergency access requirement for Temporary Events of less than 150 guests.
- **1.6. Temporary Event Environmental Health Requirements:** Temporary Events will not be allowed at one or the other seating area until applicant demonstrates to SLO County Environmental Health Services (SLOCEHS) for the specific seating area the following:
 - 1.6.1. Water Supply Adequacy and Potability: applicant has provided SLOCEHS a well test report dates 1/27/23 verifying supply adequacy and a water quality report dated 3/27/24 verifying water potability.
 - 1.6.2. Public Water System Requirement Applicant will not allow 25 persons on the property on 60 days per year. Thus, the requirement to permit the domestic water supply as a public water system will not be applicable.
 - 1.6.3. Toilets Applicant will provide 1 ADA accessible portable toilet, 2 regular portable toilets, and 3 handwashing stations adjacent to the applicable seating area for each event (see Attachment 1 for more detail). Thus, events will not have any impact on the existing onsite wastewater treatment systems. The portable toilets will be properly serviced and maintained by a licensed and permitted company.
 - 1.6.4. Health Permit Prior to the first public event taking place under this permit, applicant will demonstrate to SLOCEHS that it has updated its contracts and operating procedures ensuring that all caterers and mobile food facilities serving public events on the property have a valid Health Permit.
 - 1.6.5. Swimming Pool/Spa The swimming pool/spa on the property will not be used by event attendees. Thus, an annual permit issued by SLOCEHS is not required as part of the temporary events use.
- **1.7. Temporary Event Public Works Requirements:** Temporary Events will not be allowed at one or the other seating area until applicant demonstrates to SLO County Public Works Department (SLOCPWD) the following:
 - 1.7.1. Road Maintenance Agreement: A Road Maintenance Agreement is not a requirement for using the Chateau Lawn for temporary events because access to the Chateau Lawn is through an access easement exclusively benefitting the subject property (076-251-045) across parcel 076-251-060 recorded 06/18/1999 as part of a Lot Line Adjustment (Case: S980298). A preliminary title report for parcel 076-251-060 verifying this easement has been provided to SLOCPWD.
 - 1.7.2. Traffic Impact: Applicant has provided SLOCPWD with a traffic engineer's report prepared by Orosz Engineering Group dated Nov 27, 2024 estimating average daily

trips and peak hour trips related to the proposed temporary events and evaluating the need for area public road improvements resulting from said traffic. Orosz concluded that the proposed temporary events is not expected to create any peak hour (weekday or weekend days) impacts. Accordingly, the temporary events use does not create a need for roadway improvements.

- **1.8. Temporary Events Law Enforcement Requirements**: The SLO County Sheriff's Office (SLOCSO) has evaluated the proposed temporary events and applicant has addressed SLOCSO's concerns as follows:
 - 1.8.1. On-Street Parking: SLOCSO's initially expressed concern over the 34 off-street parking spaces being inadequate leading to on-street parking that could jeopardize public safety. Applicant has revised application and is now providing 73 off-street parking spaces.
 - 1.8.2. Noise Complaints: applicant has provided SLO County Planning and Building Department (SLOCPBD) with an acoustical analysis dated Nov 11, 2024 prepared by KM Acoustic Studies, a county approved acoustical noise consultant. KM concluded that noise from temporary events will not exceed the ambient noise level plus one dB (the applicable requirement per the San Luis Obispo County Noise Element and Title 22 of the LUO (22.10.120) along the perimeter of the property so long as noise levels 15 feet from Seating Area 1 are limited to 80dBA. Accordingly, has updated its contracts and standard operating procedures to ensure that amplified noise levels fall under this threshold.
- **1.9. Temporary Events Building Requirements:** Temporary Events will not be allowed at one or the other seating area until applicant demonstrates to SLOCPBD the following:
 - 1.9.1. Fire Access Road Grading: Temporary Events will not be allowed at Seating Area 1 until a Final is obtained on Minor Grading Permit (not yet applied for) for the regrading of ~120 feet of fire access road depicted on Attachment 1: Site Plan C-2; the project will result in a disturbance of less than 4,000 square feet of the 20.7-acre parcel. The preliminary grading plan shows approximately 280cy of fill material imported to the site.
 - 1.9.2. Barn Building Permit: Temporary Events will not be allowed at Seating Area 2 until the Final on permit PMTC2021-00239 is issued and all related conditions are satisfied.
 - 1.9.3. Accessibility: Accessibility details for Seating Area 1 are depicted in Attachment 1: Site Plan C-2. Accessibility details for Seating Area 1 will be provided and approved by SLOCPBD as part of PMTC2021-00239. Applicant has updated its standard operating procedures to ensure that ADA-accessible parking spaces are not blocked.
 - 1.9.4. Existing Structures: No part of any existing structure on the property will be used as part of Temporary Events. Thus, there are no other CBC requirements with regards to the Temporary Events use. Applicant has updated its standard operating procedures to ensure that Temporary Events vendors and guests do not have access to existing structures
 - 1.9.5. As-Built Grading: all existing grading on the site either fell under a permit previously issued and finaled by SLOCPBD or qualifies us exempt per LUO 22.52.070.
 - 1.9.6. Wastewater Requirements: Applicant will provide 1 ADA accessible portable toilet, 2 regular portable toilets, and 3 handwashing stations adjacent to the applicable

seating area for each event (see Attachment 1 for more detail). Thus, events will not have any impact on the existing onsite wastewater treatment systems. The portable toilets will be properly serviced and maintained by a licensed and permitted company. Applicant has updated its standard operating procedures to ensure that Temporary Events vendors and guests do not have access to toilets or toilets in the existing structures.

1.10. Other Temporary Events Factors

- 1.10.1. Biological Assessment applicant procured a biologist approved by SLO County Gordan Hensley to perform a Biological Resources Assessment (BRA). Mr. Hensley performed a preliminary assessment of the event locations on Nov 11, 2024 concurrent with the acoustic study performed by KM Acoustics (so that noise levels related to Temporary Events could be measured at ecologically sensitive locations on the property, if any.) No ecologically sensitive areas were found by Mr Hensley though he advised that a second site visit take place in six (6) months to ensure that his observations were not skewed by dormancy. Accordingly, Applicant is requesting that the CUP be approved with the condition that a subsequent biological assessment be performed in May 2025 and any findings be addressed to the satisfaction of SLOCPBD before Temporary Events commence.
- 1.10.2. Ag Policy 6 the property is zoned AG and is currently subject to Ag Policy 6, which states that Temporary Events shall be subordinate to a bona-fide existing on-site agricultural operation. Applicant has previously submitted an application for a General Plan Amendment changing the land use of the property from AG to RR so that Ag Policy 6. Regardless, the SLO County Dept of Agriculture (SLOCAG) as evaluated this application and recommends that SLOCPBD consider into account that the property would not support a viable agricultural operation even without the Temporary Events use. Thus, it is debatable whether Ag Policy 6 is relevant in this instance, even if the proposed GPA is not approved.
- 1.10.3. Agricultural Buffering SLOCAG has reviewed this application and determined that the proposed Temporary Events use has been designed in a manner that minimizes potential impacts to offsite agricultural operations and resources therefore additional buffering is not considered necessary.
- 1.10.4. Lighting Applicant has submitted a lighting plan for the areas to be used for Temporary Events. All lighting will comply with LUO 22.10.060.
- 2. Bed & Breakfast Use The proposed bed and breakfast use (B&B) complies with LUO Section 22.30.260 as follows:
 - 2.1. B&B Limitations on Use the proposed B&B shall be established in an existing single-family dwelling that is currently subject to a Covenant and Agreement Restricting Use of Property recorded with the SLOC Clerk-Recorder on Aug 20, 2024 limiting the dwelling's use to an Agricultural Working Dwelling. Accordingly, applicant is requesting that the aforementioned Covenant and Agreement be terminated and SLOCPBD approve the dwelling as a B&B. Furthermore, Applicant is requesting that SLOCPBD approve the dwelling as a B&B based on rationale that it is of "architectural interest".

- **2.2. B&B Limitations on Size –** LUO 22.30.260 limits B&B's a maximum of eight guest rooms in both the Agriculture and Residential Rural land use categories. Thus, regardless of whether the aforementioned GPA application is approved, the proposed 8-bedroom B&B meets this requirement.
- **2.3. B&B Expansion of Existing Building –** the Applicant is not requesting expansion of an existing building to accommodate bed and breakfast facilities.
- **2.4. B&B Location Requirements –** the proposed B&B complies with the location requirements in LUO 22.30.260 as follows:
 - 2.4.1. Proximity to Other B&B's The proposed B&B is not located with 500 feet of a parcel on which is located any other bed and breakfast facility.
 - 2.4.2. Proximity to Urban Reserve Line –The proposed B&B is located within 5 miles of the Avila Beach URL, which extends to the southwest corner of the intersection of US 101 and San Luis Bay Drive (see Figure 1).
 - 2.4.3. Proximity to Arterial or Collector Road The proposed B&B is located within 1 mile of northbound and southbound onramps of US 101.
 - 2.4.4. Proximity to Property Line The proposed B&B is located within 200' of the west property line, which fronts Monte Road.
 - 2.4.5. Proximity to Other Residences per Figure 2, the proposed B&B is located more than 400' from the nearest existing residence (6453 Monte Rd) outside the ownership of the Applicant.



Figure 2. B&B Proximity to 6453 Monte Rd

- **2.5. B&B Minimum Site Area Requirements –** The B&B is located in a rural area and meets the requirement of being located on a parcel larger than 1 acre.
- 2.6. B&B Parking Requirement Per section 22.30.260, the parking requirement for the B&B is 2 spaces plus one space per lodging unit. Thus, 10 off-street parking spaces are required. Per Attachment 1: Site Plan C-3, there are 6 existing dedicated parking spaces on the west side of the B&B. These parking spaces and the 40-space Lower Parking area and 33-space Upper Parking area exceeds the parking requirement for the combined Temporary Events and B&B uses (64 + 10 = 74 required; 33 + 40 + 6 = 79 provided)
- **2.7. Operational Requirements –** The proposed B&B complies with 22.30.230 Home Occupants as follows:
 - 2.7.1. B&B Appearance, Visibility & Location (Section 22.30.230.B) the proposed B&B will not change the residential character of the outside appearance of the building. No products will be displayed for sale in a manner visible from the public street or adjoining properties. Any outdoor storage of materials related to the B&B operation shall be screened from view of any public road or adjacent property.

- 2.7.2. B&B Area Devoted to a Home Occupation (Section 22.30.230.C) the proposed B&B shall be incidental and subordinate to the principal use of the site as a residence.
- 2.7.3. B&B Employees (Section 22.30.230.D) per e-mail from E.Tolle on 6-Dec-24, LUO 22.30.230.D is not applicable to Bed & Breakfast operation.
- 2.7.4. B&B Hours of Operation (Section 22.30.230.E) Proposed B&B will have standard operating procedures limiting sound heard off-site to 7:00am to 10:00pm and otherwise complying with LUO 22.10.120.
- 2.7.5. B&B Sale of Products (22.30.230.G) Proposed B&B will not include on-site retail sales.
- 2.7.6. B&B Signs (22.30.230.H) Proposed B&B signage will comply with LUO 22.20.
- 2.7.7. B&B Parking & Traffic(22.30.230.I) Parking and traffic for proposed B&B shall not exceed 10 trips per day and shall only involve types of vehicles normally associated with a home in a residential neighborhood, except in compliance with Section 22.30.040.B.1. All parking needs of the proposed B&B shall be met off the street.

2.8.

CLTA Preliminary Report Form

(Rev. 11/06)

Order Number: 4001-4826111

Page Number: 1

UPDATED 6/25/19



First American Title Company

899 Pacific Street San Luis Obispo, CA 93401

Order Number:

4001-4826111 (LI)

Francisco Vargas Kirk Consulting 8830 Morro Road Atascadero, CA 93422

Customer Reference:

Mazzone

Title Officer:

Lisa Irot

Phone:

(805)786-2042

Fax No.:

(866)397-7092

E-Mail:

lirot@firstam.com

Property:

6505 Monte Road

San Luis Obispo, CA 93401

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Page Number: 2

Dated as of June 12, 2019 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Frank Mazzone and Nancie A. Mazzone, Trustees of the Mazzone Family Revocable Trust, u/d/t March 15, 2006

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee as to Parcel(s) A, an easement as to Parcel(s) B.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

- Taxes and assessments not examined. A.P.N. 076-251-044
- An easement for road purposes and incidental purposes in the document recorded January 2, 1886 in Book U of Deeds, Page 227.
- An easement for pipelines and incidental purposes, recorded July 5, 1962 as book 1190, page 645 of Official Records.

In Favor of: Union Oll Company of California Affects: unlocatable portion of said land

The terms and provisions contained in the document entitled "Description of Route Selected" recorded May 10, 1963 as book 1240, page 156 of Official Records.

- 4. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded January 7, 1964 as book 1277, page 673 of Official Records.
- 5. Abutter's rights of ingress and egress to or from Highway 1 have been relinquished in the document recorded January 7, 1964 as book 1277, page 673 of Official Records.
- 6. An oil and gas lease executed by Constance J. Ehmke as lessor and Chevron U.S.A. Inc., a corporation as lessee, recorded December 18, 1980 as Instrument No. 57712 in book 2293, page 29 of Official Records.

Page Number: 3

7. An oil and gas lease executed by Daniel Hale Johnston as lessor and Chevron U.S.A. Inc., a corporation as lessee, recorded December 18, 1980 as Instrument No. 57713 in book 2293, page 32 of Official Records.

- 8. The terms and provisions contained in the document entitled "Parcel Map No. COAL 99-0157" recorded July 17, 2000 as book 54, page 94 of Parcel Maps.
- 9. An easement shown or dedicated on the Map as referred to in the legal description For: public utilities, access, utilities, pasture and incidental purposes.
- 10. An easement for access, public utilities, water pipeline and incidental purposes, recorded December 28, 2001 as Instrument Nos. 2001-101522 and 2001-101526 of Official Records.

In Favor of: D. Andrew Fetyko and Claire K. Fetyko; and John D. Fetyko

Affects: portions of said land

- The terms and provisions contained in the document entitled "Covenant and Agreement 11. Restricting Residential Use of Property" recorded December 11, 2003 as Instrument No. 2003-140573 of Official Records.
- A deed of trust to secure an original indebtedness of \$301,000.00 recorded August 16 12. 2007 as Instrument No. 2007-056028 of Official Records.

Dated:

August 8, 2007

Trustor:

Frank Mazzone and Nancie Mazzone

Trustee:

Founders Community Bank

Beneficiary:

Founders Community Bank

A document recorded September 28, 2012 as Instrument No. 2012-055029 of Official Records provides that the lien or charge of the deed of trust was subordinated to the lien or charge of the deed of trust recorded September 28, 2012 as Instrument No. 2012-055028 of Official Records.

13. A deed of trust to secure an original indebtedness of \$1,300,000.00 recorded September 28, 2012 as Instrument No. 2012-055028 of Official Records.

Dated:

September 20, 2012

Trustor:

Frank Mazzone and Nancie Mazzone, husband and

Trustee:

First American Title

Beneficiary:

BOCM

A deed of trust to secure an original Indebtedness of \$250.000.00 recorded December 12, 14. 2016 as Instrument No. 2016-065255 of Official Records.

Dated:

December 6, 2016

Trustor:

Frank Mazzone and Nancie Mazzone, Trustees of the Mazzone

Family Revocable Trust u/d/t March 15, 2006

Trustee:

Founders Community Bank

Founders Community Bank Beneficiary:

Rights of the public in and to that portion of the land lying within Monte Road. 15.

Page Number: 4

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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LEGAL DESCRIPTION

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

PARCEL A:

PARCEL 3 OF PARCEL MAP COAL 99-0157, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 17, 2000 IN BOOK 54, PAGE 94 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

A 20 FOOT WIDE EASEMENT FOR WATER WELL OVER A PORTION OF PARCEL 5 AS SHOWN ON PARCEL MAP COAL 99-0157 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JULY 17, 2000 IN BOOK 54, PAGE 94 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 076-251-044

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First American Title
Page 6 of 13

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Page 7 of 13

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NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

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EXHIBIT A LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;

(d) improvements on the Land;

(b) zoning;

(e) land division; and

(c) land use;

(f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4 Ricks
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.
 - This Exclusion does not Ilmit the coverage described in Covered Risk 11 or 21.
- The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state
 insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks Is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Llability shown in Schedule A.

Your Deductible Amount	<u>Our Maximum Dollar</u>
	Limit of Liability
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

The right to take the land by condemning it, unless:

Page Number: 10

- (a) a notice of exercising the right appears in the public records on the Policy Date
- (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- 3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Fallure to pay value for your title.
- 5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (I) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting In no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the llen of the Insured Mortgage because of the Inability or fallure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and Is based upon usury or any consumer credit protection or truth-in-lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be Issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
 property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such
 proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, Interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, Ilens or encumbrances, or claims thereof, not shown by the Public Records.

Page Number: 11

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate
and complete land survey of the Land and not shown by the Public Records.

- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressiy excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (I) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, Ilens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Clalmant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or iimit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
 property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such
 proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay ioss or damage, costs, attorneys' fees, or expenses that arise by reason of:

Page Number: 12

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (IIi) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the
 Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit
 the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date
 of Policy. This Exclusion does not modify or Ilmit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating
 the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

 Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
 - Information about your transactions with us, our affiliated companies, or others; and Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First

American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record

and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (9/1/10)

Privacy Information (2001-2010 First American Financial Corporation)



COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PLANNING & BUILDING

PARCEL SUMMARY REPORT FOR APN 076-251-044 PRINTED ON 07/12/2019

OVERVIEW

PARCEL STATUS Active

TAX CODE 000

PRIMARY OWNER MAZZONE FRANK TRE ETAL

6505 MONTE RD SLO, CA 93401

SECONDARY OWNERS MAZZONE NANCIE A

MAZZONE FAMILY REVOCABLE TRUST

MAZZONE FRANK

PARCEL ADDRESS(ES) 20 VIA CASERTA PL SAN LUIS OBISPO, CA 93401

6505 MONTE RD SAN LUIS OBISPO, CA 93401 30 VIA CASERTA PL SAN LUIS OBISPO, CA 93401

ADVISORY COUNCIL Avila Valley Advisory Council

LEGAL DESCRIPTION PM 54-94 PAR 3

PLANNING AREA(S) San Luis Bay Inland Sub Area North, San Luis Obispo Planning Area

LAND USE Agriculture

PLANNING AREA STANDARDS 22.96, 22.96.030

PARCEL FLAGS AG - Agriculture, FAA - FAA Height Restrictions Apply, RD1 - Road Fee Area - Avila

PARCEL DOCUMENTS

Recorded Date	Document Type	Document Number
07/26/2000	Lot (O)	2000-R-042057
12/11/2000	Lot (C)	2000-I-004219
12/11/2000	Lot (C)	2000-I-004219
12/11/2000	Lot (C)	2000-I-004219

RECORDED LOTS

Lot Number Lot Flags

T-COAL99-157-0003-Y

PARCEL HISTORY

Submitted	Case Number	Case Type	Status
06/27/2019 CO14-0106: 1	SUB2019-00055 LOT TO PARCELS. 2 LOT PAR	Subdivision CEL MAP	Submitted
LAND USE CAT PLACE A DENS	TEGORY FROM AGRICULTURE TITY LIMITATION ON THE SITE	TO RURAL RESIDENTIAL ON A 16.74	Completed LRP2013-00016) BY FRANK MAZZONE TO CHANGE THE AACRE PARCEL. THE APPLICANT FURTHER PROPOSES TO TE OF 5 ACRES AND THAT NO MORE THAN TWO PARCELS CEL.
12/02/2013 GENERAL PLAN	PRE2013-00027 NAMENDMENT TO CHANGE 2	Pre-Application ZONING FROM AG TO RURAL RES	Completed
12/08/2004 PROP ROAD N.	SUB2004-00191 AME - VIA CASERTA	Subdivision	Approved
12/11/2002 DEMO EXISTIN	C8687 IG SFD	PMTR - Residential Permit	Finaled
12/11/2002 2ND PRIMARY	PMT2002-13923 SFD & GRADING SEC DU	PMTR - Residential Permit	Finaled
02/06/2002 FIRESPRINKLER	C5819 RS FOR SFD PIPING COPPER T	PMTR - Residential Permit TYPE L SPRKSL VIKING HORISON H-3 &	Finaled & <i>MIRAGE B-3</i>
04/05/2001 GRADING SOIL	C4225 S BY BUENA	PMTG - Grading Permit	Withdrawn
04/05/2001	C4226	PMTR - Residential Permit	Finaled

SFD W/ATT GARAGE (REPLACEMENT) SOILS BUENA/ENGR HUME

03/12/2001

SFD GRADING

D000320P

Land Use

Approved

06/18/1999

S980298L LOT LINE ADJUSTMENT- 6 LOTS

Subdivision

Recorded

04/14/1999 S980226C 6 UNCOND CERT OF COMP Subdivision

Completed

Interactive Data Viewer



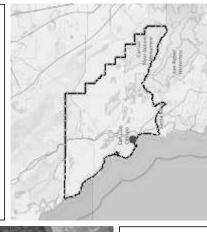
Cayucos Citizens Advisory Council Subarea Community Advisory Group Boundary

Federal or State Maintenance

Maintained by SLO CO Private Maintenance

CalTrans

Creston Advisory Body Sub Areas



The County of San Luis Obispo does not assume liability for any damages caused by errors or omissions in the data and makes no warranty of any kind, express or implied, that these data are accurate and reliable.

1: 18,056

3,009.33 Feet

1,504.66

0

3,009.33

WGS_1984_Web_Mercator_Auxiliary_Sphere © County of San Luis Obispo Planning and Building Department

Map for Reference Purposes Only



Interactive Data Viewer



-376.17 0 188.08 376.17 Feet 1: 2,257

WGS_1984_Web_Mercator_Auxiliary_Sphere
© County of San Luis Obispo Planning and Building Department



The County of San Luis Obispo does not assume liability for any damages caused by errors or omissions in the data and makes no warranty of any kind, express or implied, that these data are accurate and reliable.

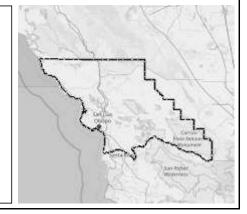
Map for Reference Purposes Only

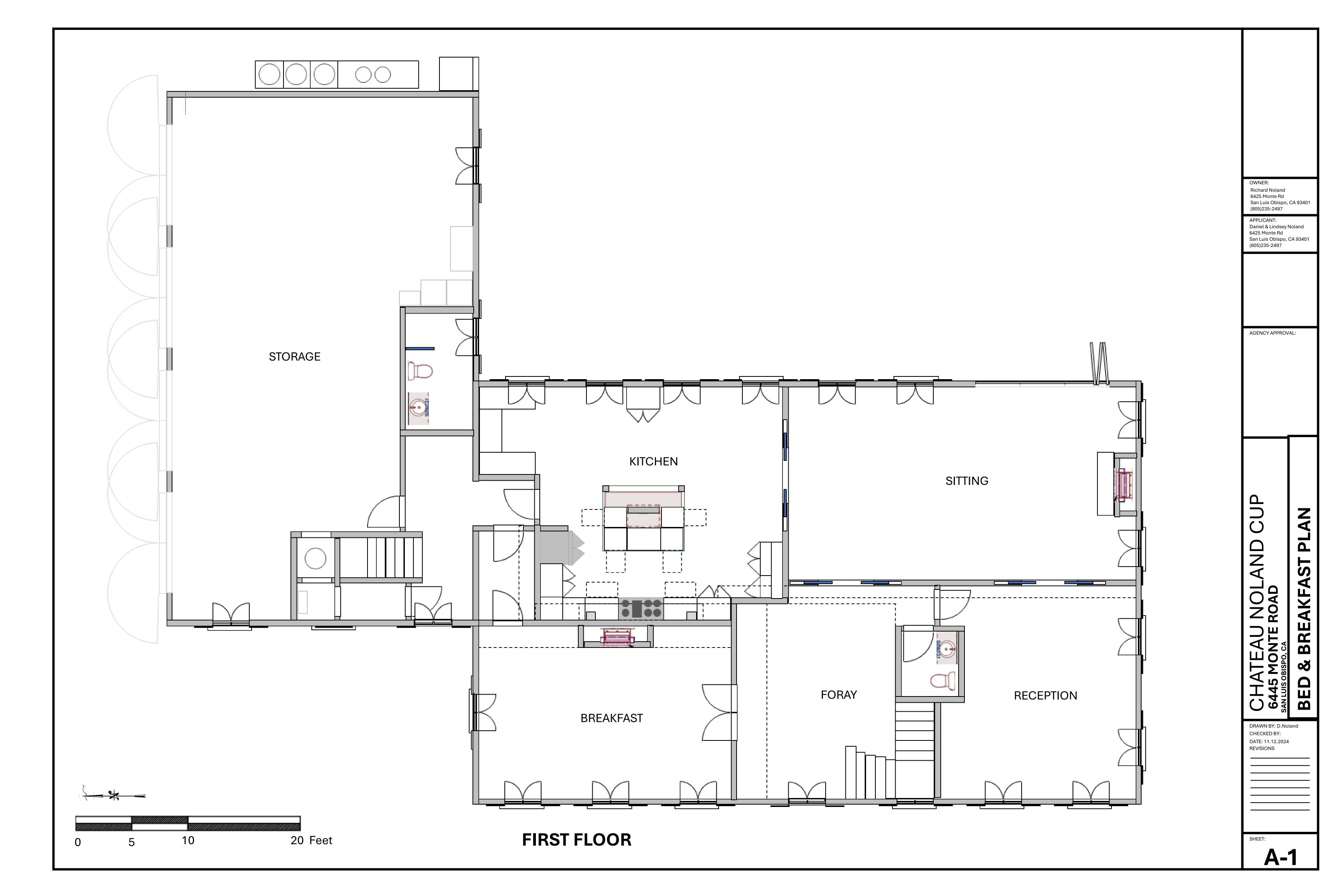
Legend

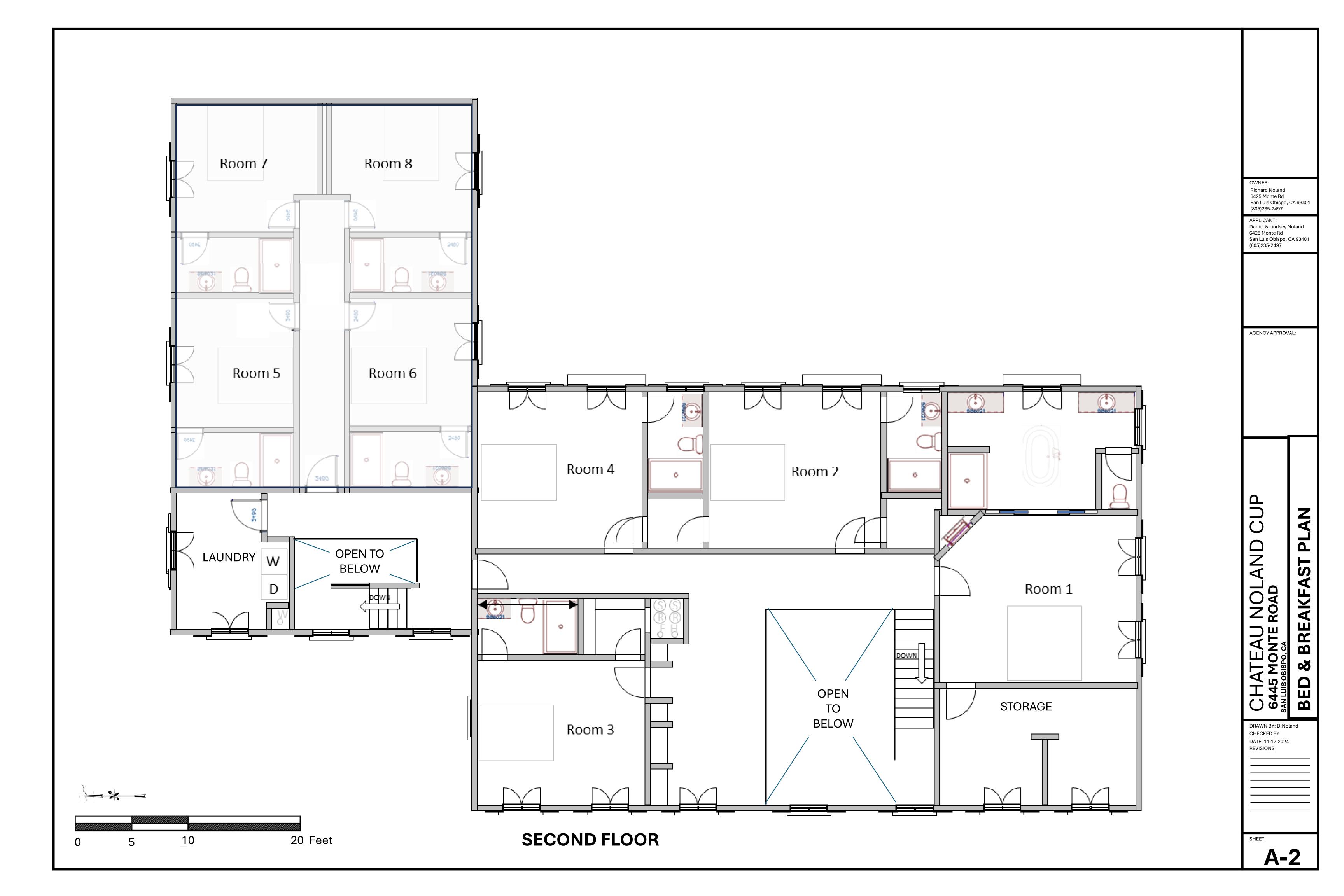
SLO County Parcels

Roads

- ___ CalTrans
- Maintained by SLO CO
- Private Maintenance
- Federal or State Maintenance









November 27, 2024 OEG Ref 24-0102

Dan Noland Chateau Noland 6445 Monte Road San Luis Obispo, CA 93401

Subject: Chateau Noland Conditional Use Permit Project - Trip Generation Evaluation, and

Roadway Safety Analysis (RSA) - 6445 Monte Road, San Luis Obispo, CA (APN 076-251-

045)

Dear Mr. Noland:

Orosz Engineering Group, Inc. (OEG) has prepared the following letter report for a Trip Generation Evaluation, and Roadway Safety Analysis (RSA) for the subject project. Based on a brief project description that was provided, you are requesting a CUP for up to 20 temporary events per year with up to 150 guests per event for a period of 15 years. We are familiar with the study area and the current County's procedures for the trip generation evaluations and roadway safety analyses.

Project Description and Trip Generation Estimate

The proposed project is located at 6445 Monte Road, northeasterly of the San Luis Bay Drive intersection with US Highway 101. The project consists of a temporary event program with up to 20 annual events of up to 150 guests over a 15-year time frame. To estimate the project traffic volumes, the County has approved trip generation rates that govern the proposed project. For this project, the county trip generation rate is 0.4 Peak Hour Trips per guest. Using this information, up to 60 Peak hour trips during each event are expected. This information is required to conduct the RSA.

Roadway Safety Analysis (RSA)

The County of San Luis Obispo has a policy (2008-152 and 2017-253) to define the information required to complete a Roadway Safety Analysis (RSA) based on the number of PM peak hour trips developed by a project. The project will generate no weekday general public PM peak hour trips and up to 60 temporary event trips. The County RSA policy notes that for projects with 1 - 10 typical general public peak hour trips or less than 100 temporary event trips, the RSA requirements include:

Safety Analysis

Standard - Evaluate the collision rate for the primary access roadways within one-half (0.50) mile of the primary site entrance. Identify improvements to reduce the potential for any collision patterns that are identified.

Analysis – The California Highway Patrol (CHP) has indicated that there have been seven collisions within the vicinity of the project access (0.5 mile each way of the site access point) over the past three years. The crash data survey included Monte Road, including portions of San Luis Bay Drive and Ontario Road within the 0.5 mile radius of the site access.

The crash data also indicated that there were no crashes at the project access location. One crash did occur at the intersection of Monte Road and San Luis Bay Drive, approximately 650 feet from the project

Chateau Noland Temporary Events November 27, 2024 Page 2

access. This crash involved a driver that was under the influence and did not make the northbound left turn from Monte Road onto San Luis Bay Drive. The crash history associated with the 1.0-mile segment near the project access are summarized in **Table 1** below.

Table 1 Crash History 6445 Monte Road, San Luis Obispo Area

		Total Crashes (0.5 mile north and south of site access)	Crashes at/near Primary Access
2021	12 months	2	0
2022	12 months	1	0
2023	12 months	2	1
2024	10 months	2	0

Two of these crashes were located at the northbound offramp at San Luis Bay Drive. Four of these crashes were along Ontario Road south and north of San Luis Bay Drive. Two of the crashes along Ontario Road involved a single bicycle. All of the crashes involved a single vehicle, four of these crashes (two bicycle) involved minor injuries.

Based on the data provided by the CHP, no significant traffic safety issues or significant patterns were identified at the project access driveway. No improvements are required based on the criteria outlined in the RSA policies.

Roadway Improvements

Standard – Study the roadway characteristics for a distance of 0.5 miles from the entrance toward the nearest intersection if project has 1-10 general public PM peak hour trips or less than 100 temporary event trips.

Analysis – As the project is expected to not generate any general public weekday peak hour trips and up to 60 temporary event peak hour trips, the RSA does require that the analysis be conducted to identify any improvements that may be needed to meet the roadway standard, but physical improvements are not required.

The County of San Luis Obispo lists daily and peak hour traffic volumes for Monte Road (Road Number 2065) north of San Luis Bay Drive at a daily traffic volume of 324 with 36 peak hour trips. The peak day of the week was Wednesday with 371 trips per day. Based on these traffic volumes, the county standard roadway would be a A-1b standard, that includes 20' of paved roadway and graded shoulders.

This portion of Monte Road is a County Maintained paved road and is approximately 17 feet wide with rough graded shoulders south of the access to Chateau Noland. To the north of the project access, Monte Road narrows to about 14 feet to the north of the site access but widens back to 17-18 feet about 200 feet to the north of the site access. To meet the current county road standards for this section of Monte Road, about three feet of additional pavement would be needed.

Based on the number of project trips, existing roadway geometry and traffic volumes on Monte Road near the primary project access, and limited crash history, roadway improvements are not warranted.

Chateau Noland Temporary Events November 27, 2024 Page 3

SUMMARY

The proposed project is estimated to not generate any General Public weekday PM peak hour trips and up to 60 temporary event trips per County Resolution 2008-152 and 2017-253. Based on this level of traffic volume, the project is not expected to create any peak hour (weekday or weekend days) impacts.

A Roadway Safety Analysis (RSA) was conducted for Monte Road, including a portion of San Luis Bay Drive and Ontario Road within the 0.5-mile study area in the vicinity of the project site per County Resolution 2008-152 and 2017-253. Based on the criteria outlined in the RSA requirements, the project is not expected to create a need for roadway improvements.

This concludes our trip generation evaluation and roadway safety analysis for the proposed project. Should you have any questions, feel free to contact us.

Sincerely,

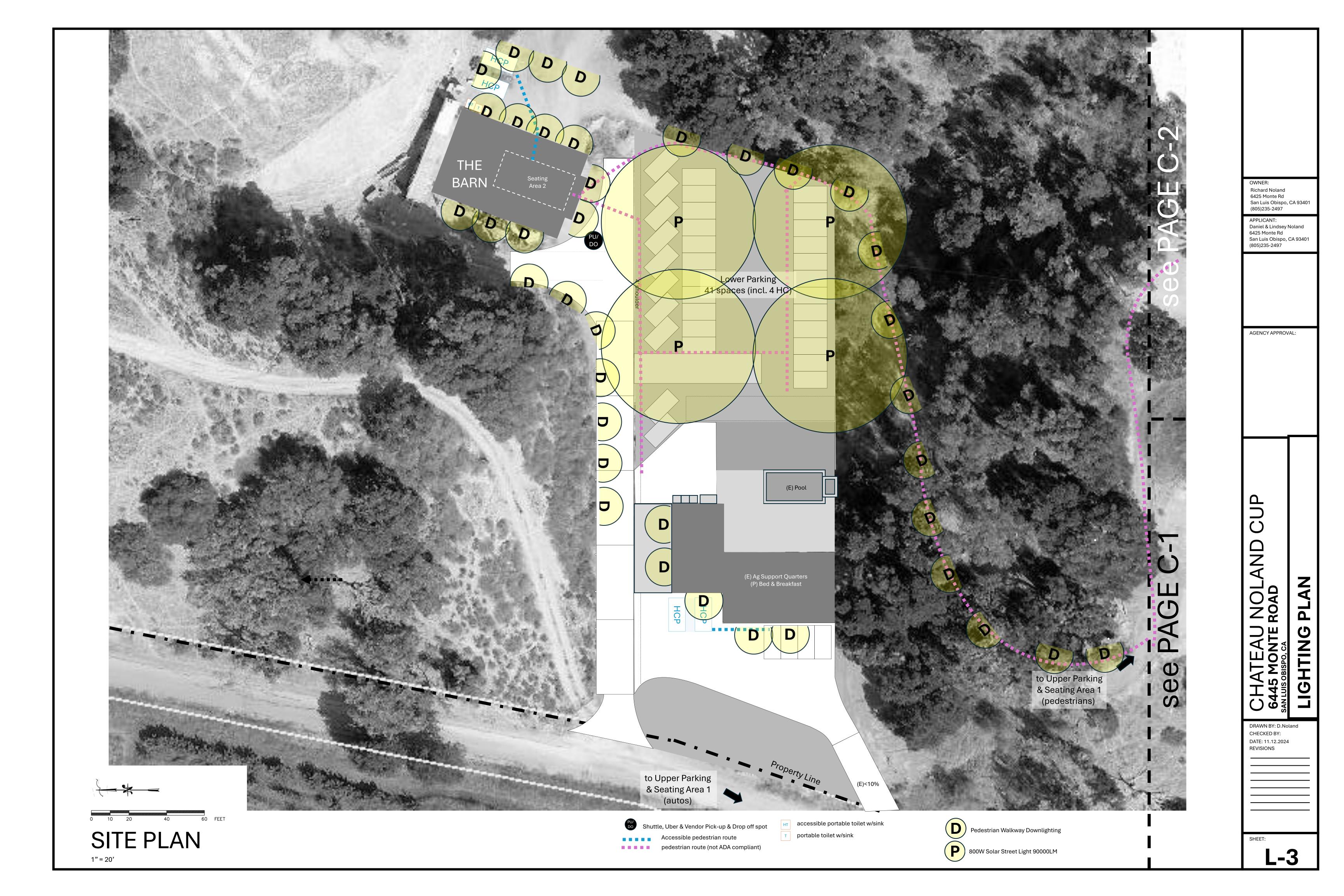
Stephen A Orosz

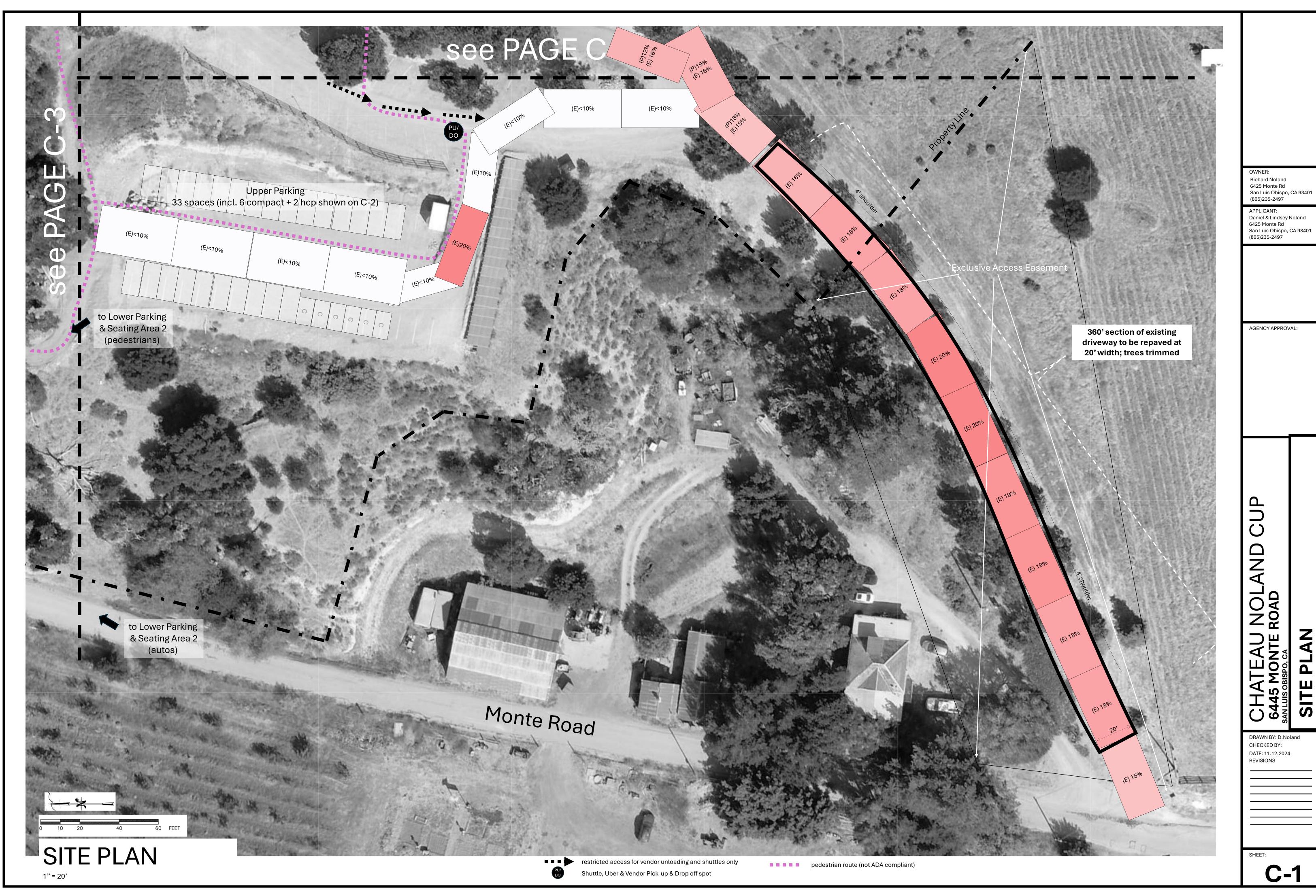
Stephen A. Orosz, P.E. Traffic Engineer Orosz Engineering Group, Inc.

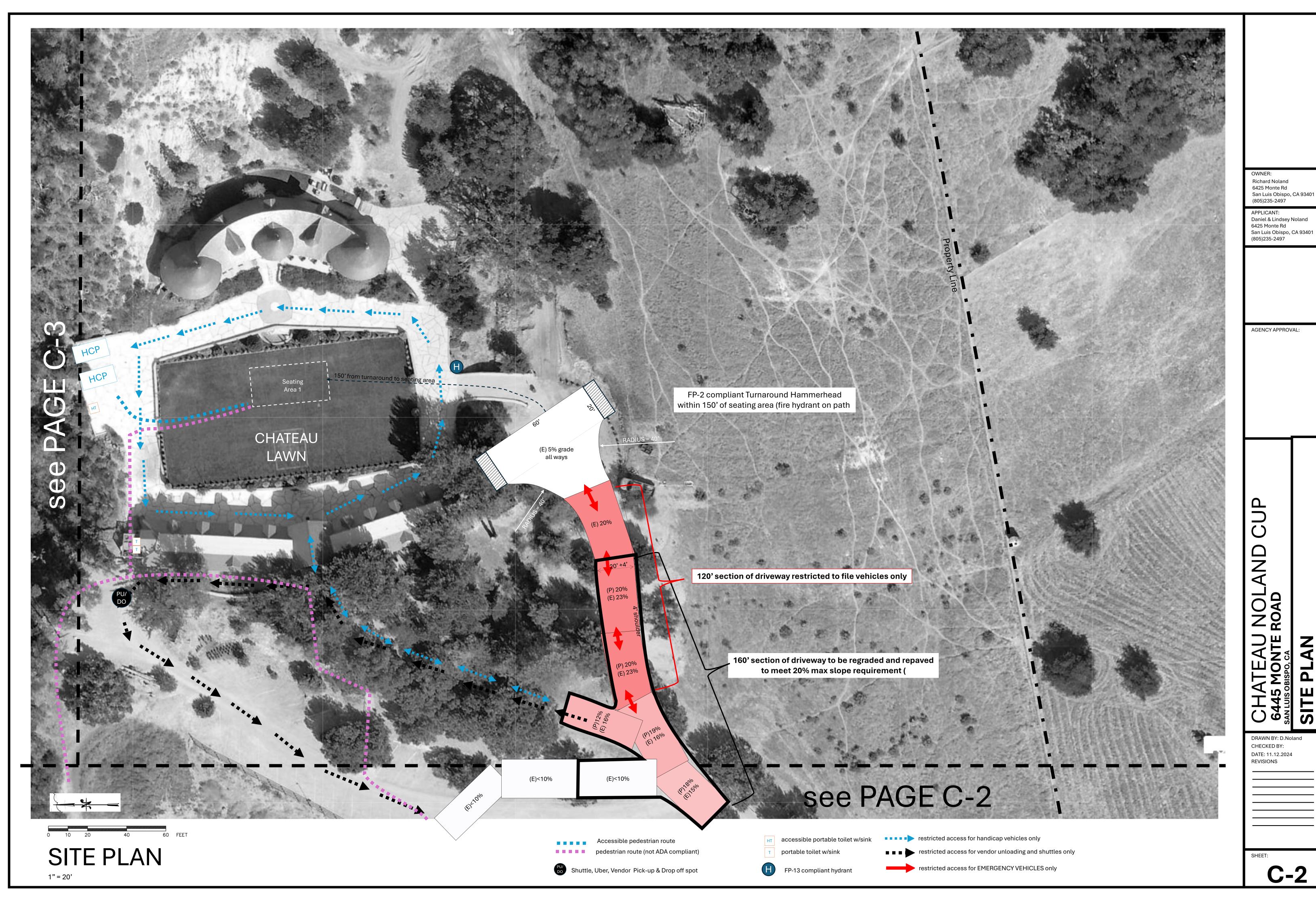


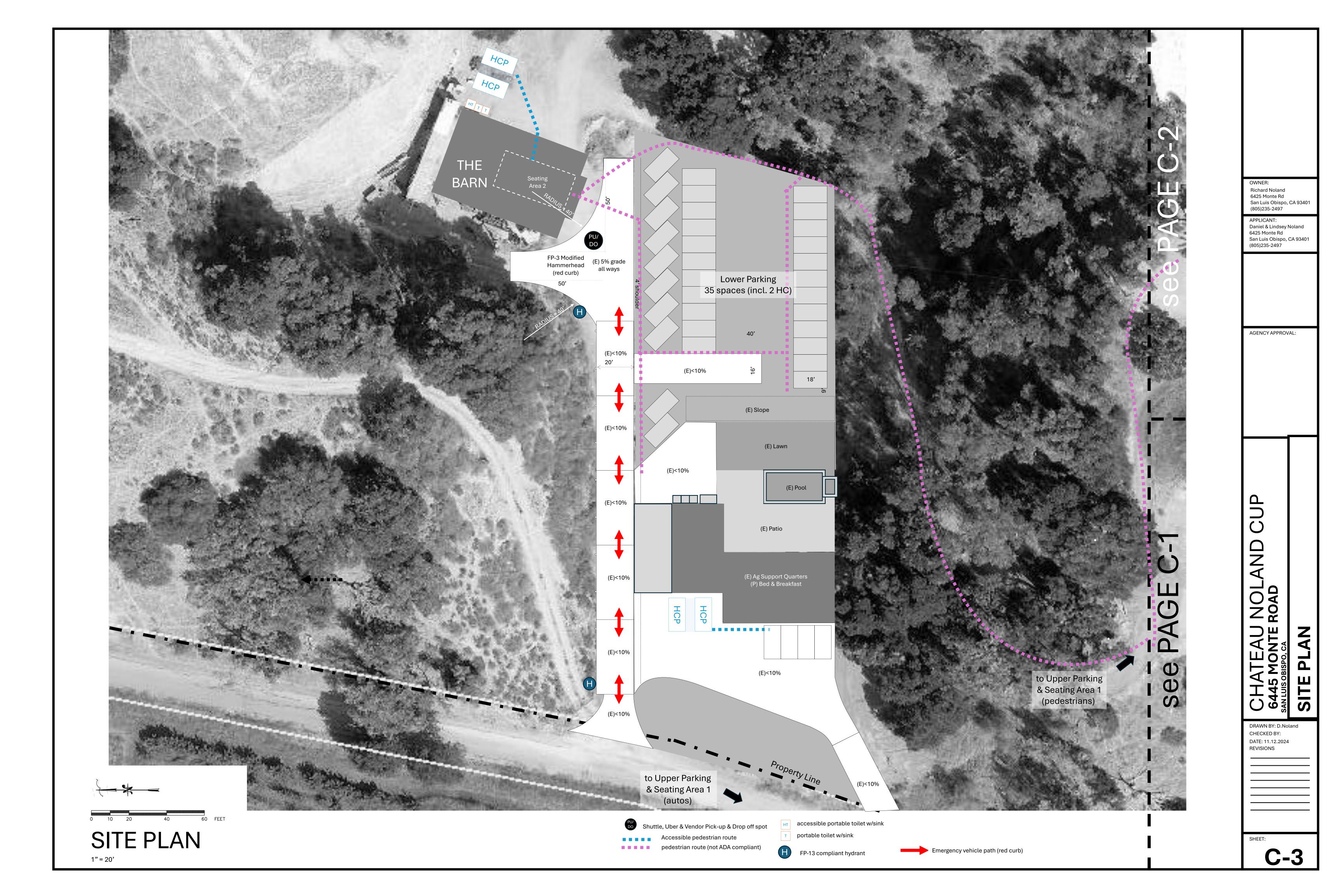












Parcel Report

APN: 076-251-045

Parcel Information

APN: 076-251-045

Assessee: NOLAND RICHARD C TRE

Care Of:

Address: PO BOX 3119, PISMO BEACH

CA 93448

Description: PM 54-94 PAR 4

For additional assessment information please see Assessor's

Property Inquiry Portal

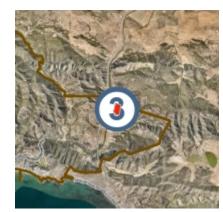
Community Code: SLOSLB **Supervisor District:** Supdist 3

Avg Percent Slope: 36

Land Use Information



Land Uses	Combining Designations
AG	
	Flood Hazard Area
	Renewable Energy Over



Permit Information

Permit LRP2024-00008	Description Long-Range Planning	Work Class General Plan Amendment, Non-Coastal	Application Date 9/26/2024 10:16:22 AM
N-DRC2024-00042	Land Use, Non-Coastal Appealable	Conditional Use Permit	9/25/2024 2:59:03 PM
P-APP2024-00240	Application	Land Use	9/25/2024 7:04:30 AM
P-APP2024-00239	Application	Land Use	9/24/2024 2:16:58 PM



Parcel Report

APN:

076-251-045

CODEE2024-22	Events		6/3/2024 5:53:55 PM
ZON2024-00682	Zoning Clearance	Zoning Review	5/21/2024 2:30:13 PM
GRAD2024-00056	Grading	Minor Grading with Building	4/30/2024 12:38:48 PM
RBLD2024-00133	Residential New Structure	Single-Family Dwelling	4/30/2024 12:35:15 PM
RDMO2023-00015	Residential Demolition	Manufactured Home (SFD)	4/3/2023 2:58:23 PM
FIRE2022-00151	Fire Suppression	Fire Sprinklers (NFPA 13D) (Residential)	12/19/2022 4:21:12 PM
2022-00827	Research		11/15/2022 10:58:10 AM
PRE2022-00388	Pre-Application	Pre-Application	9/1/2022 3:44:16 PM
CODE2022-00188	Code Enforcement		8/17/2022 1:32:03 PM
PMTR2022-00715	PMTR - Residential Permit	New Structure	6/17/2022 3:32:41 PM
PMTR2021-01027	PMTR - Residential Permit	New Structure	7/30/2021 12:21:59 PM
ZON2021-00683	Zoning Clearance	Vacation Rental	7/29/2021 12:00:00 AM
PMTC2021-00239	PMTC - Commercial Permit	New Structure	7/28/2021 7:51:36 AM
ZON2019-00578	Zoning Clearance	Home Occupation	8/13/2019 2:17:43 PM
PMTR2018-01302	PMTR - Residential Permit	Additions/Alterations	7/9/2018 9:55:45 AM
ZON2016-00820	Zoning Clearance	Vacation Rental	5/22/2017 10:00:06 AM
PMT2013-03016	PMTR - Residential Permit	Renewable Energy	6/5/2014 8:37:14 AM
COD2013-00089	Code Enforcement		8/20/2013 9:34:13 AM
SEP2012-00239	CCM - Condition Compliance Monitoring	Septic Inspection	8/9/2012 12:00:00 AM
PMT2011-01143	PMTR - Residential Permit	Fire Suppression	1/9/2012 2:44:27 PM
ZON2011-00219	Zoning Clearance	Business License	10/26/2011 10:57:03 AM
PMT2011-00715	PMTR - Residential Permit	New Structure	10/25/2011 1:29:37 PM
PMT2011-00714	PMTR - Residential Permit	New Structure	10/25/2011 1:28:07 PM
PMT2011-00713	PMTR - Residential Permit	Additions/Alterations	10/25/2011 1:24:14 PM



Parcel Report

APN:

076-251-045

COD2010-00489	Code Enforcement		1/18/2011 3:14:24 PM
ZON2009-00177	Zoning Clearance	Business License	9/24/2009 3:26:40 PM
ZON2009-00173	Zoning Clearance	Home Occupation	9/22/2009 2:44:11 PM
ZON2007-00481	Zoning Clearance	Home Occupation	1/17/2008 10:47:00 AM
PMT2003-03742	Determination	AG Exempt Building	6/4/2004 12:00:00 AM
PMT2003-03740	Determination	AG Exempt Building	6/4/2004 12:00:00 AM
PMT2003-03741	PMTR - Residential	Additions/Alterations	6/4/2004 12:00:00 AM
1 W12003-03741	Permit	Additions/Alterations	0/4/2004 12.00.00 AW
PMT2002-29288	PMTR - Residential Permit	New Structure	6/6/2003 12:00:00 AM
S980298L	Subdivision	Lot Line Adjustment	6/18/1999 12:00:00 AM
S980226C	Subdivision	Certificate of Compliance	4/14/1999 12:00:00 AM
D930088P	Land Use	Minor Use Permit	9/11/1995 12:00:00 AM
99476	PMTR - Residential Permit	New Structure	10/29/1993 12:00:00 AM
97076	PMTG - Grading Permit	Major Grading - over 10% slope or 5000 cu yds	10/29/1993 12:00:00 AM
PMT2002-24089	PMTR - Residential Permit	New Structure	10/29/1993 12:00:00 AM

Addresses on this Parcel

6425 MONTE RD

6435 MONTE RD

6441 MONTE RD

6445 MONTE RD

Recorded Ownership Documents (Current Ownership)

2021-R-063883

2021-R-063883

2021-R-063883

2021-R-063883



GIS Near 076-251-045



-752.33 0 376.17 752.33 Feet 1: 4,514

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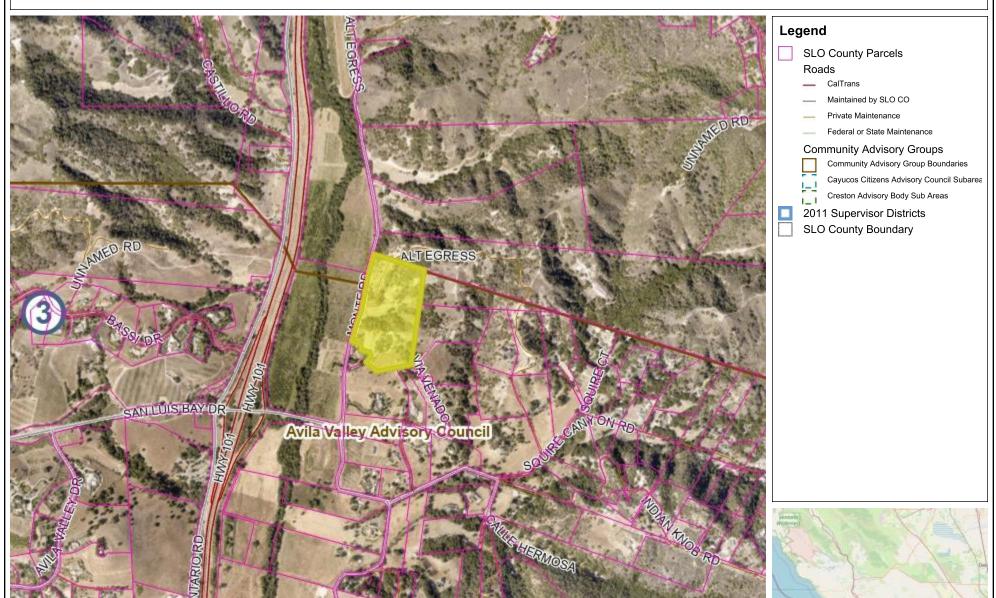
The County of San Luis Obispo does not assume liability for any damages caused by errors or omissions in the data and makes no warranty of any kind, express or implied, that these data are accurate and reliable.

Map for Reference Purposes Only

WGS_1984_Web_Mercator_Auxiliary_Sphere
© County of San Luis Obispo Planning and Building Department



GIS Far 076-251-045



-3,009.33 0 1,504.66 3,009.33 Feet 1: 18,056

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Map for Reference Purposes Only

