



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING

GEN-3000
04/01/2020

General Application Contact Information

Form with sections: APPLICANT, AUTHORIZED AGENT, PROPERTY INFORMATION, PROJECT INFORMATION. Includes fields for name, company, telephone, email, mailing address, and property details.

Legal Declaration

I, the owner of record of this property, have completed this form accurately and declare that all statements here are true. I do hereby grant official representatives of the county authorization to inspect the subject property.

SIGNATURE: [Handwritten Signature]

DATE: 06/01/2023

NOTE: Your application is public record and information regarding your application is available both in person and online via the Department of Planning & Building. All references to names, addresses, telephone numbers, email addresses and project details are part of this public record.



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING

PLN-1012
09/20/2021

Land Use Consent of Property Owner

Table with 3 columns: Address (2555 Willow Rd, Arroyo Grande, CA), APN(s) (092-401-001, 092-401-005), Application Number. Below is Project Description: See previously submitted information.

CONSENT

I (we) the undersigned owner(s\*) of record of the fee interest in the parcel of land located at the above address, identified as the above Assessor Parcel Number, for which a construction permit, land use permit, land division, general plan or ordinance amendment, or LAFCO application referral is being filed with the County requesting an approval for the above project description, do hereby certify that:

- 1. Such application may be filed and processed with my (our) full consent, and that I (we) have authorized the agent named below to act as my (our) agent in all contacts with the county and to sign for all necessary permit applications in connection with this matter. If this authorization is revoked, I (we) will inform the County in writing.
2. I (we) have authorized the applicant named below to act as the authorized applicant for this project. If this authorization is revoked, I (we) will inform the County in writing.
3. I (we) hereby grant consent to the County of San Luis Obispo, its officers, agents, employees, independent contractors, consultants, sub-consultants and their officers, agents, and employees to enter the property identified above to conduct any and all surveys and inspections that are considered appropriate by the inspecting person or entity to process this application. This consent also extends to governmental entities other than the county, their officers, agencies, employees, independent contractors, consultants, sub-consultants, and their officers agents or employees if the other governmental entities are providing review, inspections and surveys to assist the county in processing this application. This consent will expire upon completion of the project.
4. If prior notice is required for an entry to survey or inspect the property, please contact:
Print Name: Brent Eastep
Daytime Telephone Number: 510 245-4672
5. I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property (dogs, hazardous materials, or specify none): None

\*Attach additional PLN-1012 forms for multiple owners, if applicable.

# Land Use Consent of Property Owner

**PLN-1012**  
04/01/2020

<b>CONSENT GRANTOR / PROPERTY OWNER</b>	
Name: Tomas Zambrano	Phone: 510 245-5879
Company/Agency: Phillips 66 Company	Email: Tomas.Zambrano@p66.com
Full Mailing Address: 1380 San Pablo Ave Rodeo, CA 94572	
Signature: 	Date: 06/01/2023
<b>AUTHORIZED AGENT FOR CONSENT GRANTOR</b>	
Name:	Phone:
Company / Agency:	Email:
Full Mailing Address:	
Signature:	Date:
<b>AUTHORIZED APPLICANT FOR CONSENT GRANTOR</b>	
Name:	Phone:
Company / Agency:	Email:
Full Mailing Address:	
Signature:	Date:



COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PLANNING & BUILDING

PLN-1000  
04/01/2020

## Land Use – Checklist & Application Package

### REQUIRED MATERIALS AND INFORMATION

The following information is required to be submitted with your application. If additional information is necessary for application review, Department staff will notify applicants and/or authorized agents. We are now accepting initial application materials in digital format but may request hard copies of documents and plans as necessary review and processing. Digital files should be in PDF format, and in a higher resolution to support digital review of all plan and map details.

### FORMS

**For applications via the Online Permit Portal: please upload this complete and digitally signed application package PLN-1000 (as detailed below).**

Please provide one (1) completed copy of the following form:

- PLN-1000: Land Use Application Checklist & Package.** This form conveniently combines all the following forms into one, and begins with a Checklist of Materials and Information Requirements for Applications
  - GEN-3000: General Application Contact Information
  - PLN-1004: Land Use – Project Information Form
  - PLN-1003: Environmental Description Form
  - PLN-1006: Information Disclosure form
  - PLN-1012: Land Use Consent of Property Owner form (only if applicant does not own the property)
  - PLN-1122: Hazardous Waste and Substances Statement Disclosure (PLN-1122)
- Accessory Application form(s), if applicable.** These forms are not included in this package. Examples include, but are not limited to:
  - Curb, Gutter, and Sidewalk Waiver
  - Tree Removal form
  - Variance Application form

### FEES

- Application fee (refer to current [fee schedule](#))

### SITE LAYOUT PLAN(S)

**For applications via the Online Permit Portal: please upload during initial application submittal. The Department may request up to 4 copies of full-sized hard copy plans for inter-agency review as necessary.**

Plans should consist of an accurate drawing of the property, and the site plan must show the following items (where they apply to your site):

- Exterior boundaries and dimensions of the entire site
- North arrow and scale

## Land Use – Checklist & Application Package

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- Slope contour map (except when a grading plan is required), showing the following:
  - *Inside urban reserve lines* – show contours at 5-foot intervals for undeveloped areas and 2-foot intervals for building sites and paved or graded areas
  - *Outside urban reserve lines* – show contours at 10-foot intervals for undeveloped areas and 2-foot intervals for building sites
  - *Steep slopes* – areas in excess of 30% slope may be designated as such and contours omitted, unless proposed for grading, construction or other alterations
- General location of major topographic and man-made features, such as rock outcrops, bluffs, streams, swales and graded areas
- Location, dimensions, and use of all existing and proposed structures on the property, including buildings, decks, balconies, fences, walls, and other structural elements that extend into yard areas
- Location, name, width, and pavement type of adjacent and on-site streets/alleys
- Existing/proposed curbs, gutters, and sidewalks. Include all points of access, both existing and proposed
- Types and location of existing/proposed water supply and sewage disposal facilities
- Location and dimensions of all existing/proposed easements, driveways and parking areas (enclosed or open), including pavement type
- Location, diameter (at 4 feet above grade), species, approximate canopy cover (dripline) of all trees on the site, noting which will remain and which are proposed for removal, and include proposals for replacement of trees to be removed
- All areas proposed for grading and landscaping
- Any areas proposed to be reserved and maintained as open space
- Location, use and approximate dimensions of all structures within 100 feet of the site's boundaries
- A vicinity map showing precisely how to drive to the site. (include street names and distances to help with describing how to get to the site)
- Coastal Access - If the project is within the coastal zone and located between the ocean and the nearest public road, applications shall include the locations of the nearest public access points to the beach
- Preliminary Floor Plans and Architectural Elevations – showing height of buildings and structures, color, texture and material of exterior finishes and roofing (not required for most agricultural buildings)
- Elevations – (relative height) from the finish floor of the garage or other parking area to the edge of the pavement or road at the driveway entrance
- Legal Lot Verification – how the parcel(s) was/were legally created

## Land Use – Checklist & Application Package

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### SUPPLEMENTAL INFORMATION

The following information may be required, depending on your Land Use application type.

If you had a pre-application meeting and any of these items were indicated, they are required for a complete submittal. For applications via the Online Permit Portal, these can be uploaded with your initial application submittal, or later when your full Plan Case has been created.

- Preliminary Landscaping Plan prepared pursuant to Section 22.16/23.04.180, et seq.
- Fire Safety Plan prepared pursuant to Section 22.52/23.05.080, et seq.
- Preliminary grading/drainage plan – when required by Section 22.52/23.05.020 and .040
- Agricultural buffers – if any adjacent parcels are used for agriculture, show all proposed agricultural buffers
- Archeological Report – two (2) copies, where required
- Biological Report – two (2) copies, where required
- Botanical Report – two (2) copies, where required
- Building Site Envelopes – on site layout plan show all areas proposed for development, or areas proposed to be excluded from development
- Noise Study – two (2) copies, if the property either adjoins or will be a noise generator or a potential source of noise
- Traffic Study – two (2) copies, where required
- Geological Report – two (2) copies, where required
- Visual Analysis – for applications that propose development along significant visual corridors (such as Highways 101 and 1)
- Location, size, design and text of all existing and proposed signs
- Location and design of solid waste disposal facilities, as required by Section 22.10.150/23.04.280
- Cross-section drawings. The drawings shall include two sectional views of the project, approximately through the middle and at right angles to each other. The existing and proposed grades and the location of and distances between buildings, parking and landscaping shall also be provided
- Supplemental Development Statement stating the project’s phasing schedule (if one is proposed), and any information that is pertinent or helpful to the understanding of the proposal, such as photos, statistical data, petitions, etc.
- Water will-serve letter OR Well pump test (4-72 hour)
- Sewer will-serve letter OR Percolation tests
- County Public Works road requirements
- Road Plan and Profile / Culvert Plan and Profile / Streetscape Plan
- Completed Cost Accounting Agreement – one (1) copy
- Abandoned oil and gas wells, if applicable – Information is available from the California Division of Oil & Gas: 195 South Broadway, Suite 101, Orcutt, California 93455, (805) 937-7246
- Other \_\_\_\_\_



COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PLANNING & BUILDING

PLN-1004  
04/01/2020

Land Use -- Project Information Form

**APPLICATION TYPE - CHECK ALL THAT APPLY**

- |  |  |
|--|--|
| <input type="checkbox"/> Emergency Permit                        | <input type="checkbox"/> Site Plan                             |
| <input type="checkbox"/> Tree Removal Permit                     | <input type="checkbox"/> Surface Mining/Reclamation Plan       |
| <input type="checkbox"/> Minor Use Permit                        | <input type="checkbox"/> Zoning Clearance                      |
| <input type="checkbox"/> Conditional Use Permit/Development Plan | <input type="checkbox"/> Amendment to approved Land Use Permit |
| <input type="checkbox"/> Plot Plan                               | <input type="checkbox"/> Variance                              |
| <input type="checkbox"/> Curb, Gutter & Sidewalk Waiver          | <input type="checkbox"/> Other _____                           |

**TYPE OF PROJECT:**

Commercial     Industrial  
 Residential     Recreational     Other: \_\_\_\_\_

Describe any modifications/adjustments from ordinance needed and the reason for the request (if applicable):

Describe existing and future access to the proposed project site:

**SURROUNDING PARCEL OWNERSHIP** Do you own adjacent property?     YES     NO  
If YES, what is the acreage of all property you own that surrounds the project site?

**SURROUNDING LAND USE** What are the uses of the land surrounding your property (when applicable, please specify all agricultural uses):

North: \_\_\_\_\_ South: \_\_\_\_\_

East: \_\_\_\_\_ West: \_\_\_\_\_

**FOR ALL PROJECTS, ANSWER THE FOLLOWING** - Square footage and percentage of the total site (approximately) that will be used:

Buildings: \_\_\_\_\_ sq. feet \_\_\_\_\_%                      Landscaping: \_\_\_\_\_ sq. feet \_\_\_\_\_%  
 Paving: \_\_\_\_\_ sq. feet \_\_\_\_\_%                              Other: \_\_\_\_\_ sq. feet \_\_\_\_\_%

Total area of all paving structures: \_\_\_\_\_ sq. feet \_\_\_\_\_ acres

Total area of grading or removal of ground cover: \_\_\_\_\_ sq. feet \_\_\_\_\_ acres

# Land Use – Project Information Form

Trees:

Number of trees to be removed: \_\_\_\_\_

Type(s) of tree(s):  
\_\_\_\_\_

Setbacks:

Front \_\_\_\_\_ Back \_\_\_\_\_ Left \_\_\_\_\_ Right \_\_\_\_\_

**PROPOSED WATER SOURCE:**

\_\_\_ On-Site Well \_\_\_ Shared Well \_\_\_ Other: \_\_\_\_\_

Community System (agency / company responsible for the provision of water):  
\_\_\_\_\_

**WILL-SERVE LETTER?**

- Yes (If yes, please submit copy)
- No

**PROPOSED SEWAGE DISPOSAL**

- Individual On-Site System
- Other: \_\_\_\_\_
- Community System (list the agency or company responsible provision):  
\_\_\_\_\_

**WILL-SERVE LETTER?**

- Yes (If yes, please submit copy)
- No

**RESPONSIBLE FIRE PROTECTION AGENCY:**  
\_\_\_\_\_

**FOR COMMERCIAL/INDUSTRIAL PROJECTS ANSWER THE FOLLOWING:**

Total outdoor use area: \_\_\_\_\_ sq. feet \_\_\_ acres

Total floor area of all structures including upper stories: \_\_\_\_\_ sq. feet

**FOR RESIDENTIAL PROJECTS, ANSWER THE FOLLOWING:**

Number of residential units: \_\_\_\_\_ Number of bedrooms per unit: \_\_\_\_\_

Total floor area of all structures including upper stories, but not garages and carports: \_\_\_\_\_ sq. feet

Total of area of the lot(s) minus building footprint and parking spaces: \_\_\_\_\_ sq. feet





COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PLANNING & BUILDING

**GEN-3000**  
04/01/2020

General Application Contact Information

Staff: Input File Number or File Label Here  Please check <b>ONLY ONE</b> of the contacts as the 'Primary Billing Contact' to appear on invoices and receipts		<b>PROPERTY OWNER</b> <input type="checkbox"/> Primary Billing Contact	
Name:		Phillips 66 Company (Attn: Ronald A. Gonzales)	
Company:		Phillips 66 Company	
Telephone:	(805) 343-3236	Email Address:	Ronald.A.Gonzales@P66.com
Mailing address:		2555 Willow Road	
City:	Arroyo Grande	State:	CA
Zip Code:	93420		
<b>APPLICANT</b> <input checked="" type="checkbox"/> Primary Billing Contact		<b>AUTHORIZED AGENT</b> <input type="checkbox"/> Primary Billing Contact	
Name:		Name:	
Tim Andreatta			
Company:		Company:	
Phillips 66 Company			
Telephone:	(805) 343-3264	Email address:	Tim.Andreatta@P66.com
Mailing address:		Mailing Address:	
2555 Willow Road			
City:	Arroyo Grande	State:	CA
Zip Code:	93420		
<b>PROPERTY INFORMATION</b>			
Assessor's Parcel Number:		Physical address:	Total size, in acres:
092-401-011 and 092-401-005		2555 Willow Road, Arroyo Grande, CA 93420	564 Ac + 39 Ac = 603 Acres
Directions to the property (include landmarks and any gate codes):			(of which, approximately 245 acres will be disturbed)
Hwy 1 south, enter at second entrance to the Refinery (Gate 1), park in visitors parking area and notify Security guard of arrival.			
Describe current uses on the property (include structures, improvements, and vegetation):			
Long standing Petroleum Refinery and associated operational structures. APN 092-401-011 is 564 acres, and APN 092-401-005 is 39 acres (combined 603 acres). The Refinery operation occupies an approximately 245-acre portion of the combined parcels 092-401-011 and 092-401-005. The remaining approximately 358 acres is undeveloped vegetated land.			
<b>PROJECT INFORMATION</b>			
Briefly describe the proposed project (include all uses and building heights and areas, in square-feet) and attach supplemental info as necessary:			
The existing Santa Maria Refinery aboveground and belowground structures, process equipment and support infrastructure (e.g., storage tanks, buildings, on-site piping, pumps, and lighting) will be demolished. Soil remediation and surface recontouring will occur where needed. Refer to the enclosed Project Description for a detailed description of work activities.			

**Legal Declaration**

I, the owner of record of this property, have completed this form accurately and declare that all statements here are true. I do hereby grant official representatives of the county authorization to inspect the subject property.

SIGNATURE: Ronald A. Gonzales DATE: 8/5/2022

**NOTE:** Your application is public record and information regarding your application is available both in person and online via the Department of Planning & Building. All references to names, addresses, telephone numbers, email addresses and project details are part of this public record. All applications must be filed under the subject property's owner of record; however, you may use an alternate contact address and telephone number.



**COUNTY OF SAN LUIS OBISPO**  
**DEPARTMENT OF PLANNING & BUILDING**  
**Environmental Description**

**PLN-1003**  
**01/01/2020**

The California Environmental Quality Act (CEQA) requires all state and local agencies to consider and mitigate environmental impacts for their own actions and when permitting private projects. The Act also requires that an environmental impact report (EIR) be prepared for all actions that may significantly affect the quality of the environment. The information you provide on this form will help the Department of Planning and Building determine whether your project will significantly affect the quality of the environment.

To ensure that your environmental review is completed as quickly as possible, please remember to:

1. Answer ALL the questions as accurately and completely as possible.
2. Include any additional information or explanations where you believe it would be helpful or where required. Include additional pages if needed.
3. If you are requesting a land division or a re-zoning, be sure to include complete information about future development that may result from the proposed land division or rezoning.
4. Include references to any reports or studies you are aware of that might be relevant to the questions asked or the answers you provide.

Should a determination be made that the information is inaccurate or insufficient, you will be required to submit additional information upon request.

PHYSICAL SITE CHARACTERISTICS			
Acres with 0-10% slopes:	Acres with 10-20% slopes:	Acres with 20-30% slopes:	Acres over 30% slopes:
Are there any springs, streams, lakes, or marshes on or near the site? ___Yes            ___No If yes, please describe: _____ _____		Are there any flooding problems on the site or in the surrounding area? ___Yes            ___No If yes, please describe: _____ _____	
Has a drainage plan been prepared? ___Yes            ___No If yes, please attach a copy.		Has there been any grading or earthwork on the site? ___Yes            ___No If yes, please describe: _____ _____	
Has a grading plan been prepared? ___Yes            ___No If yes, please attach a copy.		Are there any sewer ponds/waste disposal sites on or adjacent to the site? ___Yes            ___No If yes, please describe: _____ _____	
Are there any railroads or highways within 300 feet of the site? ___Yes            ___No If yes, please describe: _____		Can the site be seen from surrounding public roads? ___Yes            ___No If yes, please describe: _____	

# Environmental Description

<b>WATER SUPPLY INFORMATION</b>	
What type of water supply is proposed? <input type="checkbox"/> Individual Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Community Water System	What is the proposed use of the water? <input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential If non-residential, please describe: _____ _____
What is the expected daily water demand associated with the project? _____	How many service connections will be required? _____
Do operable water facilities exist on the site? <input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, please describe: _____ _____	Has there been a sustained yield test on proposed or existing wells? <input type="checkbox"/> Yes <input type="checkbox"/> No      Not applicable  If yes, please attach a copy.
Does Water Meet the Health Agency's Quality Requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No	Bacteriological? <input type="checkbox"/> Yes <input type="checkbox"/> No
Chemical? <input type="checkbox"/> Yes <input type="checkbox"/> No	Physical? <input type="checkbox"/> Yes <input type="checkbox"/> No
Water analysis report submitted. <input type="checkbox"/> Yes <input type="checkbox"/> No	
Please check if any of the following have been completed on the subject property and/or submitted to County Environmental Health:	
<input type="checkbox"/> Well Driller's Letter <input type="checkbox"/> Water Quality Analysis    OK      Problems <input type="checkbox"/> Will-Serve Letter <input type="checkbox"/> Other: _____	<input type="checkbox"/> Pump Test                      Hours: _____    GPM: _____ <input type="checkbox"/> Surrounding Well Logs <input type="checkbox"/> Hydrologic Study
<b>SEWAGE DISPOSAL INFORMATION (ON-SITE INDIVIDUAL DISPOSAL SYSTEM)</b>	
Has an engineered percolation test been completed? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy.	Has a piezometer test been completed? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy.
Will subsurface drainage result in the possibility of effluent reappearing in surface water or on adjacent lands, due to steep slopes, impervious soil layers or other existing conditions?  <input type="checkbox"/> Yes <input type="checkbox"/> No	Will a Waste Discharge Permit from the Regional Water Quality Control Board be required a waste discharge (typically needed in excess of 2,500 gallons per day)?  <input type="checkbox"/> Yes <input type="checkbox"/> No
What is the distance from proposed leach field to any neighboring water wells?                      _____ feet	

## Environmental Description

<b>SEWAGE DISPOSAL INFORMATION (COMMUNITY DISPOSAL SYSTEM)</b>	
Is this project to be connected to an existing sewer line? <input type="checkbox"/> Yes <input type="checkbox"/> No Distance to nearest sewer line: _____ Location of connection: _____	
What is the amount of proposed flow? _____ (gallons per day)	Does the existing collection treatment and disposal system have adequate additional capacity to accept the proposed flow? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SOLID WASTE INFORMATION</b>	
What is the name of solid waste disposal company? _____	Where is the waste disposal storage in relation to buildings? _____
What type of solid waste will be generated by the project? <input type="checkbox"/> Domestic <input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural <input type="checkbox"/> Other If other, please describe: _____	Does your project design include an area for collecting recyclable materials and/or composting materials? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>COMMUNITY SERVICE INFORMATION</b>	
Name of school district: _____	
Are services (grocery/other shopping) within ½ mile of the project? <input type="checkbox"/> Yes <input type="checkbox"/> No	Location of nearest... Police station: _____ Fire station: _____ Public transit stop: _____
<b>HISTORIC AND ARCHEOLOGICAL INFORMATION</b>	
Describe the historic use of the site:  	
Are you aware of the presence of any historic, cultural, or archaeological materials on the project site or in the vicinity? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe: _____	Has an archaeological surface survey been done for the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach two copies.
<b>AGRICULTURAL INFORMATION</b>	
If your land is currently vacant or in agricultural production, are there any restrictions on the crop productivity of the land? That is, are there any reasons (i.e., poor soil, steep slopes) the land cannot support a profitable agricultural crop?  	
Is the site currently in Agricultural Preserve (Williamson Act)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the site currently under land conservation contract? <input type="checkbox"/> Yes <input type="checkbox"/> No

# Environmental Description

## SPECIAL PROJECT INFORMATION

Describe any amenities included in the project, such as park areas, open spaces, common recreation facilities, etc. (these also need to be shown on your site plan):

Will the development occur in phases?

Yes  No

If yes, please describe: \_\_\_\_\_

Are there any proposed or existing deed restrictions?

Yes  No

If yes, please describe: \_\_\_\_\_

Do you have any plans for future additions, expansion or further activity related to or connected with this proposal?

Yes  No

If yes, please describe: \_\_\_\_\_

## ENERGY CONSERVATION INFORMATION

Describe any special energy conservation measures or building materials that will be incorporated into your project:

## ENVIRONMENTAL INFORMATION

List any mitigation measures that you propose to lessen the impacts associated with your project:

Are you aware of any unique, rare or endangered species (vegetation or wildlife) associated with the project site?

Yes  No

If yes, please describe: \_\_\_\_\_

Are you aware of any previous environmental determinations for all or portions of this property?

Yes  No

If yes, please describe and provide permit or subdivision numbers(s): \_\_\_\_\_

## OTHER RELATED PERMITS

List all permits, licenses or government approvals that will be required for your project (federal, state, and local):



**COUNTY OF SAN LUIS OBISPO**  
**DEPARTMENT OF PLANNING & BUILDING**  
**Information Disclosure Form**

**PLN-1006**  
**01/24/2020**

## Time Limits for Processing and Public Notice Distribution Requirements

California state law (California Government Code Section 65941.5) requires that the County provide the following information to applicants, when a permit application is filed:

- Not later than 30 days after a land use or land division application is received, the county must notify the project applicant or designated representative in writing either that the application is complete, or that items are necessary to complete the application. If you are not notified in writing, the application is considered complete. Any land use or land division application receiving a Negative Declaration must be approved or denied within 60 days of its adoption. If the project is exempt under CEQA, the project must be approved or denied within 90 days of acceptance. For land use/land division applications subject to an Environmental Impact Report (EIR), project approval/denial shall be within six months of the certification of the EIR. The County of San Luis Obispo processes the land use application and the environmental review concurrently, so these decisions are made simultaneously. (Government Code Sections 65943 and 65950, et seq.)
- A project applicant may make a written request to the county to receive notice of any proposal to adopt or amend the general plan and the land use, real property division, building and construction, road name and addressing, and growth management ordinances which might reasonably be expected to affect that applicant's project. The county offers a subscription service for notification of either: (1) all applications received by the county, or (2) Planning Commission agendas. The cost for each of these services is established by the county fee ordinance. (Government Code Sections 65945, 65945.3 and 65945.5)
- When a property was created through recordation of a final or parcel map, and it is within five years of recordation, the county cannot withhold or condition the issuance of building permits for residential units based on conformance with conditions that could have been imposed as conditions of the tentative map, except where: (1) A failure to do so would place subdivision residents or residents in the immediate area in a condition perilous to health, safety or both; or (2) The condition is required in order to comply with state or federal law. (Government Code Section 65961)
- Copies of Government Code Sections are available at the County of San Luis Obispo Law Library, County Government Center, San Luis Obispo, California.

## Right to Farm Disclosure

The County of San Luis Obispo recognizes the statewide policy to protect and encourage Agriculture. Sections 3482.5 and 3482.6 of the California Civil Code and Chapter 5.16. of the San Luis Obispo County Code protect certain, pre-existing agricultural production and processing operations ("agricultural operation") from nuisance claims. If your property is near a protected agricultural operation, you may be subject to certain inconveniences and/or discomforts which are protected by law. In order for the agricultural operation to be protected, the following requirements of Civil Code Sections 3482.5 and 3482.6 must be satisfied:

PLN-1006  
01/24/2020

# Information Disclosure Form

1. The agricultural operation must be conducted or maintained for commercial purposes;
2. The agricultural operation must be conducted or maintained in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations in the same locality;
3. The agricultural operation predated the affected use(s) on your property; (4) The agricultural operation has been in existence for more than three years; and (5) The agricultural operation was not a nuisance at the time it began.

If your property is near an agricultural operation in the unincorporated area of the County which satisfies the above requirements, you may at times be subject to one or more inconveniences and/or discomfort arising from that operation. Such inconveniences may include (depending upon the type of agricultural operation protected), but are not necessarily limited to, the following: noise, odors, fumes, dust, legal pesticide use, fertilizers, smoke, insects, farm personnel and truck traffic, visual impacts, night time lighting, operation of machinery and the storage, warehousing and processing of agricultural products or other inconveniences or discomforts associated with the protected agricultural operations. For additional information pertaining to this disclosure and the Right to Farm Ordinance, or concerns with an agricultural operation, please contact the San Luis Obispo County Agricultural Commissioner's Office.

## Landfill Disclosure

Please answer the following question: "This project is within 1/2 mile of one of the landfills in the North County planning area (Paso Robles Municipal or Chicago Grade Landfills)"  Yes  No

## Acknowledgement

I acknowledge that I have read and understand the sections detailed above:

1. Time Limits for Processing and Public Notice Distribution Requirements
2. Right to Farm Disclosure
3. Landfill Disclosure



Applicant Signature

8/3/22

Date

Additional Applicant Signature (if applicable)

Date



**COUNTY OF SAN LUIS OBISPO**  
**DEPARTMENT OF PLANNING & BUILDING**  
**Land Use Consent of Property Owner**

**PLN-1012**  
 04/01/2020

<b>Property Address:</b> 2555 Willow Road, Arroyo Grande, CA 93420	<b>APN(s):</b> 092-401-001 and 092-401-005
<b>Project Description:</b> Decommission the Santa Maria Refinery. The existing Santa Maria Refinery aboveground structures, process equipment and support infrastructure (storage tanks, buildings, railroad tracks, on-site aboveground piping and pumps, lighting) will be demolished down to the foundation. Equipment required for Remediation work may remain on-site as required.	

**CONSENT**

I (we) the undersigned owner(s\*) of record of the fee interest in the parcel of land located at the above address, identified as the above Assessor Parcel Number, for which a construction permit, land use permit, land division, general plan or ordinance amendment, or LAFCO application referral is being filed with the County requesting an approval for the above project description, do hereby certify that:

- Such application may be filed and processed with my (our) full consent, and that I (we) have authorized the agent named below to act as my (our) agent in all contacts with the county and to sign for all necessary permit applications in connection with this matter.
- I (we) hereby grant consent to the County of San Luis Obispo, its officers, agents, employees, independent contractors, consultants, sub-consultants and their officers, agents, and employees to enter the property identified above to conduct any and all surveys and inspections that are considered appropriate by the inspecting person or entity to process this application. This consent also extends to governmental entities other than the county, their officers, agencies, employees, independent contractors, consultants, sub-consultants, and their officers agents or employees if the other governmental entities are providing review, inspections and surveys to assist the county in processing this application. This consent will expire upon completion of the project.
- If prior notice is required for an entry to survey or inspect the property, please contact:
- I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property (dogs, hazardous materials, or specify none)

CONSENT GRANTOR / PROPERTY OWNER		AUTHORIZED AGENT FOR CONSENT GRANTOR	
Name: Phillips 66 Company	Phone: (805) 343-3236	Name:	Phone:
Attn: Ronald A. Gonzales		Company / Agency:	Email:
Full Mailing Address: 2555 Willow Road Arroyo Grande, CA 93420		Full Mailing Address:	
Signature: 	Date: 8/15/2022	Signature:	Date:

\*attach additional PLN-1012 forms for multiple owners, if applicable





COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PLANNING & BUILDING

PLN-1122  
04/01/2020

Hazardous Waste and Substances Statement Disclosure

PROJECT TITLE: Santa Maria Refinery Demolition and Remediation PROJECT APN(s): 092-401-011 and 092-401-005

Per Government Code section 65962.5, known as the 'Cortese List' (AB3750), I have consulted the following website resources and lists to determine if the subject property contains hazardous wastes or substances:

- List of Hazardous Waste and Substances sites from Department of Toxic Substances Control (DTSC) EnviroStor database (<http://www.envirostor.dtsc.ca.gov/public/>)
- List of Leaking Underground Storage Tank Sites by County and Fiscal Year from Water Board GeoTracker database (<http://geotracker.waterboards.ca.gov/>)
- List of solid waste disposal sites identified by Water Board with waste constituents above hazardous waste levels outside the waste management unit (PDF). (<http://www.calepa.ca.gov/SiteCleanup/CorteseList/CurrentList.pdf>)
- List of "active" CDO and CAO from Water Board PLEASE NOTE: This list contains many Cease and Desist Orders and Cleanup and Abatement Orders that do NOT concern the discharge of wastes that are hazardous materials. (<http://www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm>)
- List of hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code, identified by DTSC (<https://calepa.ca.gov/sitecleanup/corteselist/section-65962-5a>)

After consultation with each of the lists provided on the above websites, I verify that the subject parcel(s) and proposed development (and any alternative development sites, if applicable):

- Is not** included on any of lists found on the above-referenced websites.
- Is** included on one or more of the lists found on the above-referenced websites. Pursuant to Section 65962.5 of the Government Code, the following information is provided related to this site/application:

Name of Applicant: Phillips 66 Company (formerly ConocoPhillips Company)

Address of site (street name & number if available, City, State and ZIP Code):  
2555 Willow Road, Arroyo Grande, CA 93420

Local agency (city/county): San Luis Obispo County

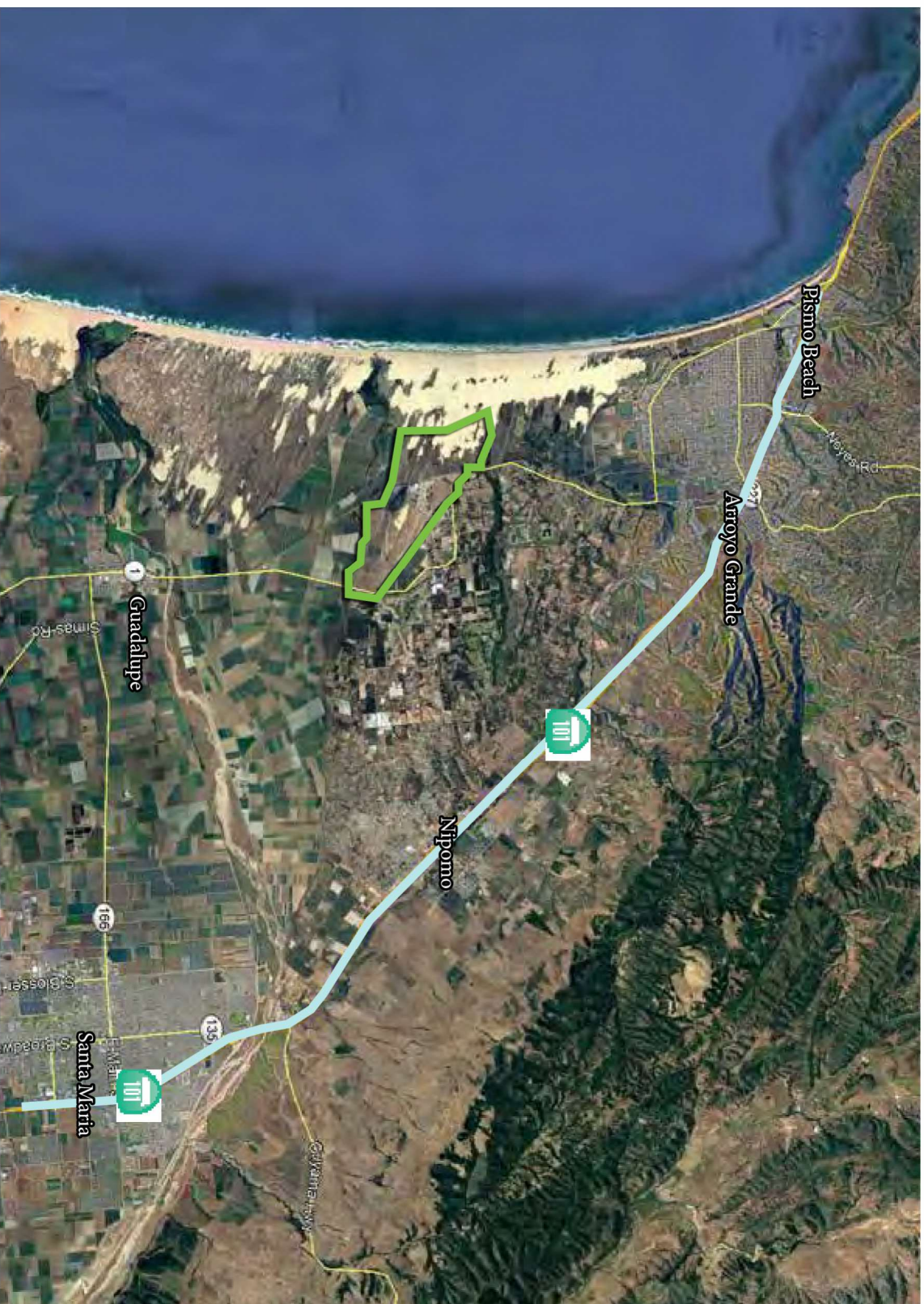
Assessor's book, page, and parcel number: 092-401-011 and 092-401-005

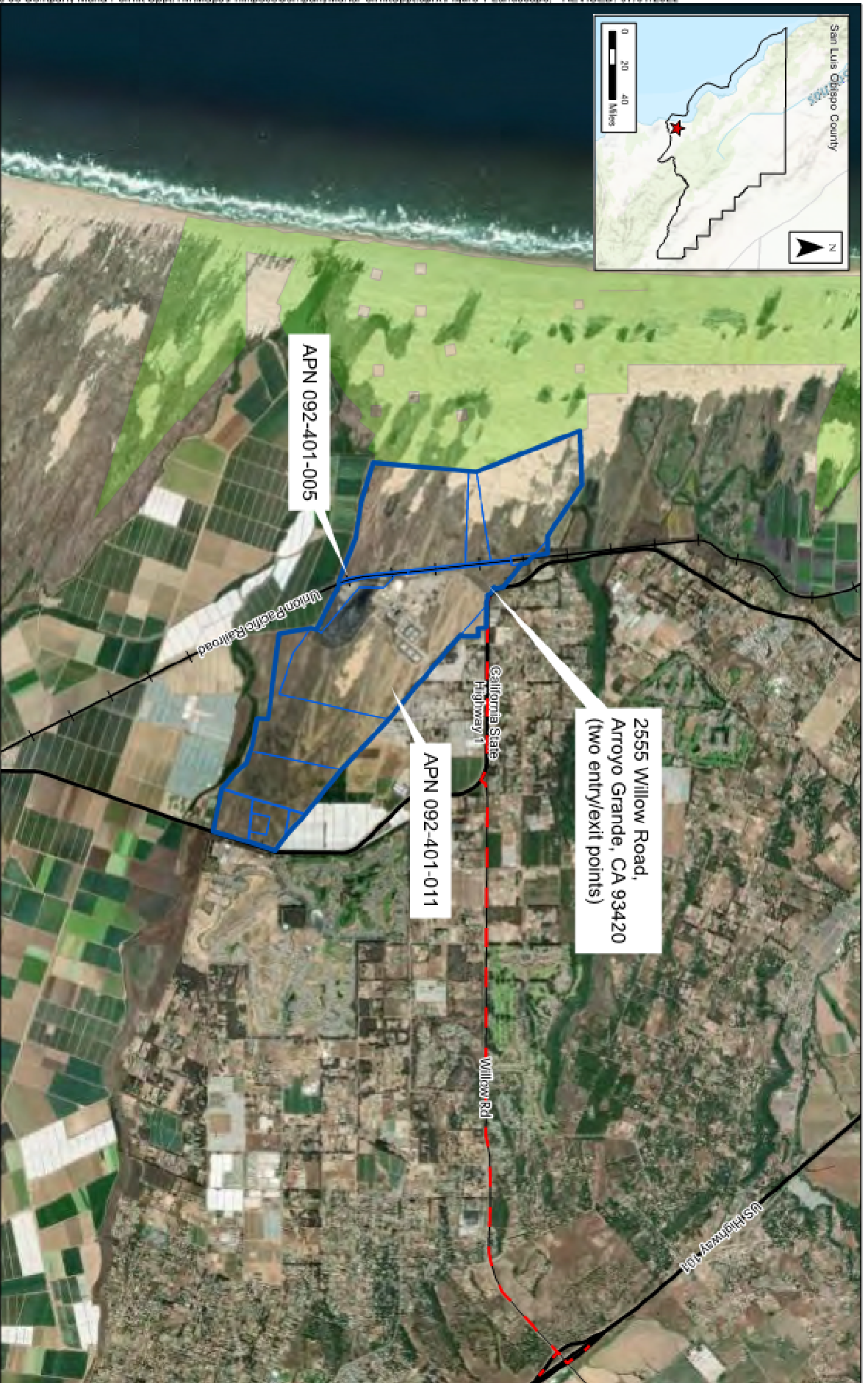
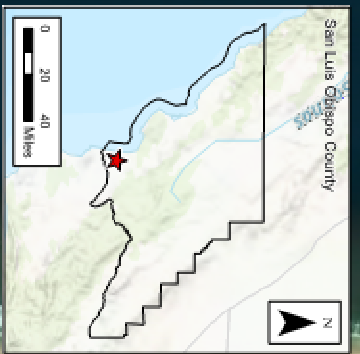
Specify any list pursuant to Section 65962.5 of the Government Code: Envirostor DTSC

Regulatory identification number: Envirostor DTSC ID 80001825, Site ID 601425 Date of list: September 1, 2014

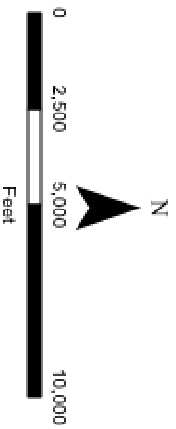
Applicant Signature: 	Applicant Name (Print): Tim Andreatta
Date of Signature: 8/3/22	Phone: (805) 343-3264
Email: Tim.Andreatta@P66.com	

# Phillips 66 Santa Maria Refinery Vicinity Map





- Legend
- Phillips 66 Santa Maria Refinery Property
  - Phillips 66 Santa Maria Refinery Parcels
  - Hard Route
  - Local Road
  - Highway
  - Union Pacific Railroad
  - Oceanic Dunes State Vehicular Recreation Area - Persons Open to Public Use



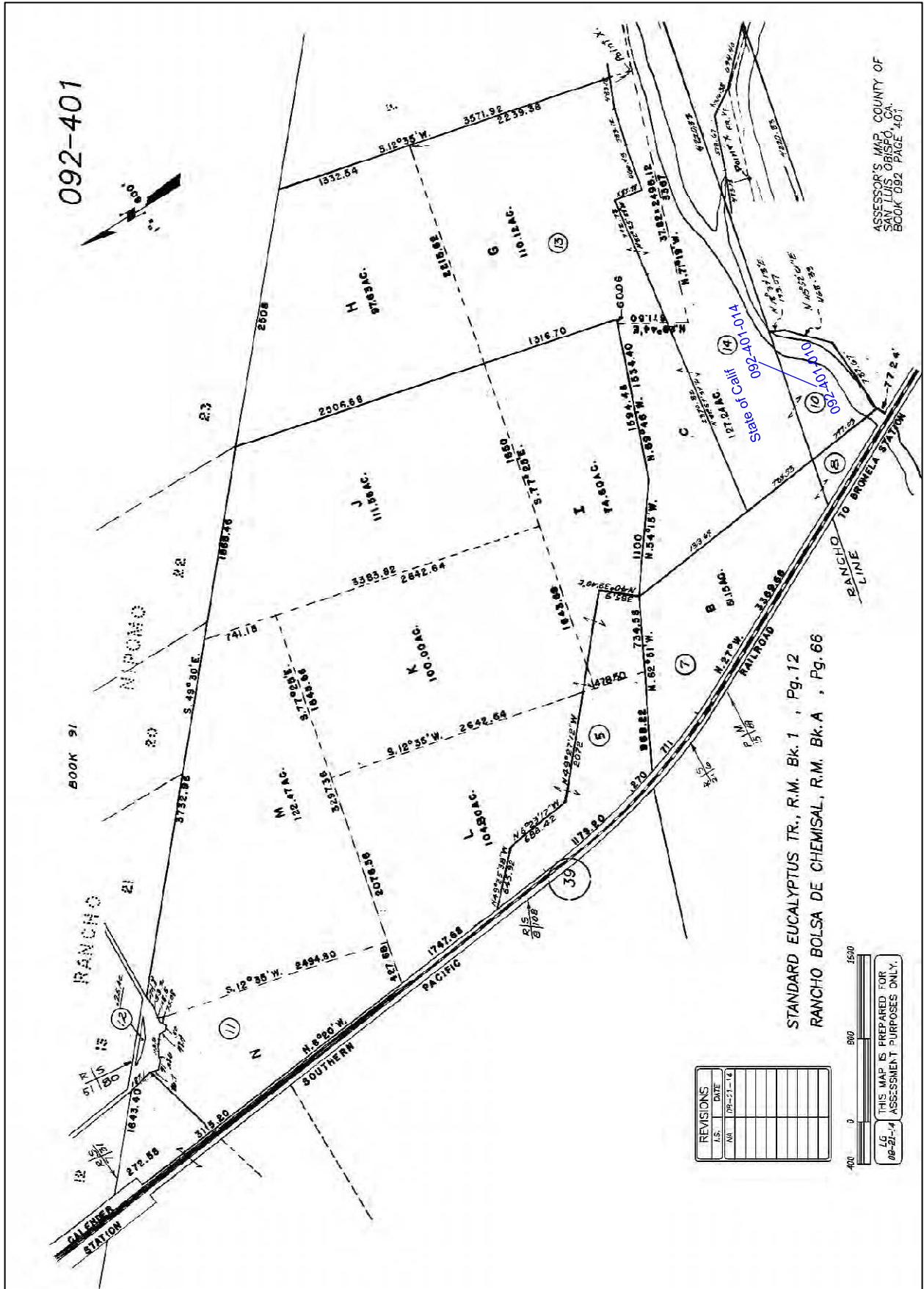
**Project Location and Parcels**  
 Phillips 66 Santa Maria Refinery Project  
 San Luis Obispo County, CA

Environmental Resources Management  
 erm@ermm.com



# ATTACHMENT 1

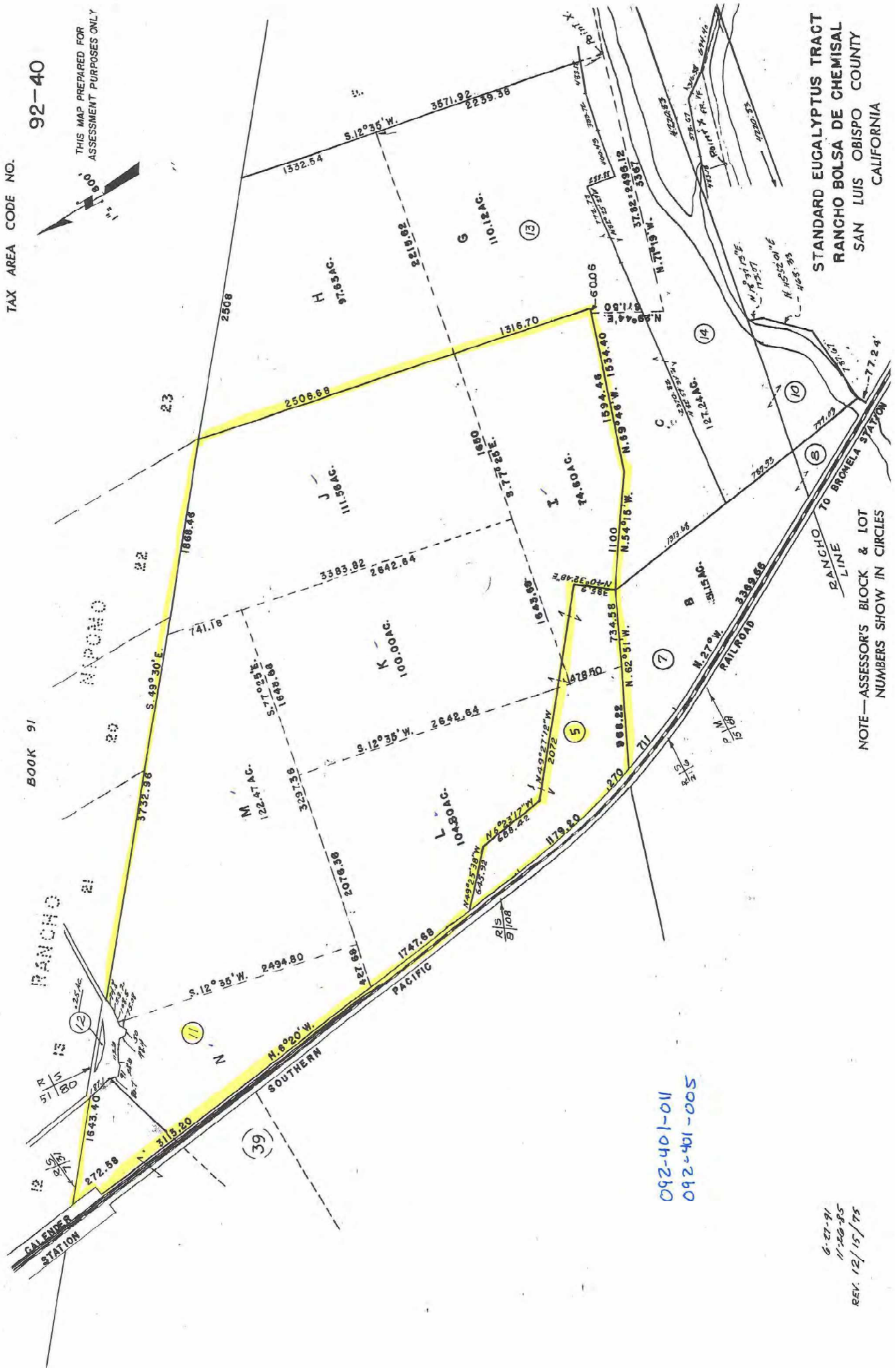
## Coastal Use Permit / Development Plan



TAX AREA CODE NO.

92-40

THIS MAP PREPARED FOR ASSESSMENT PURPOSES ONLY

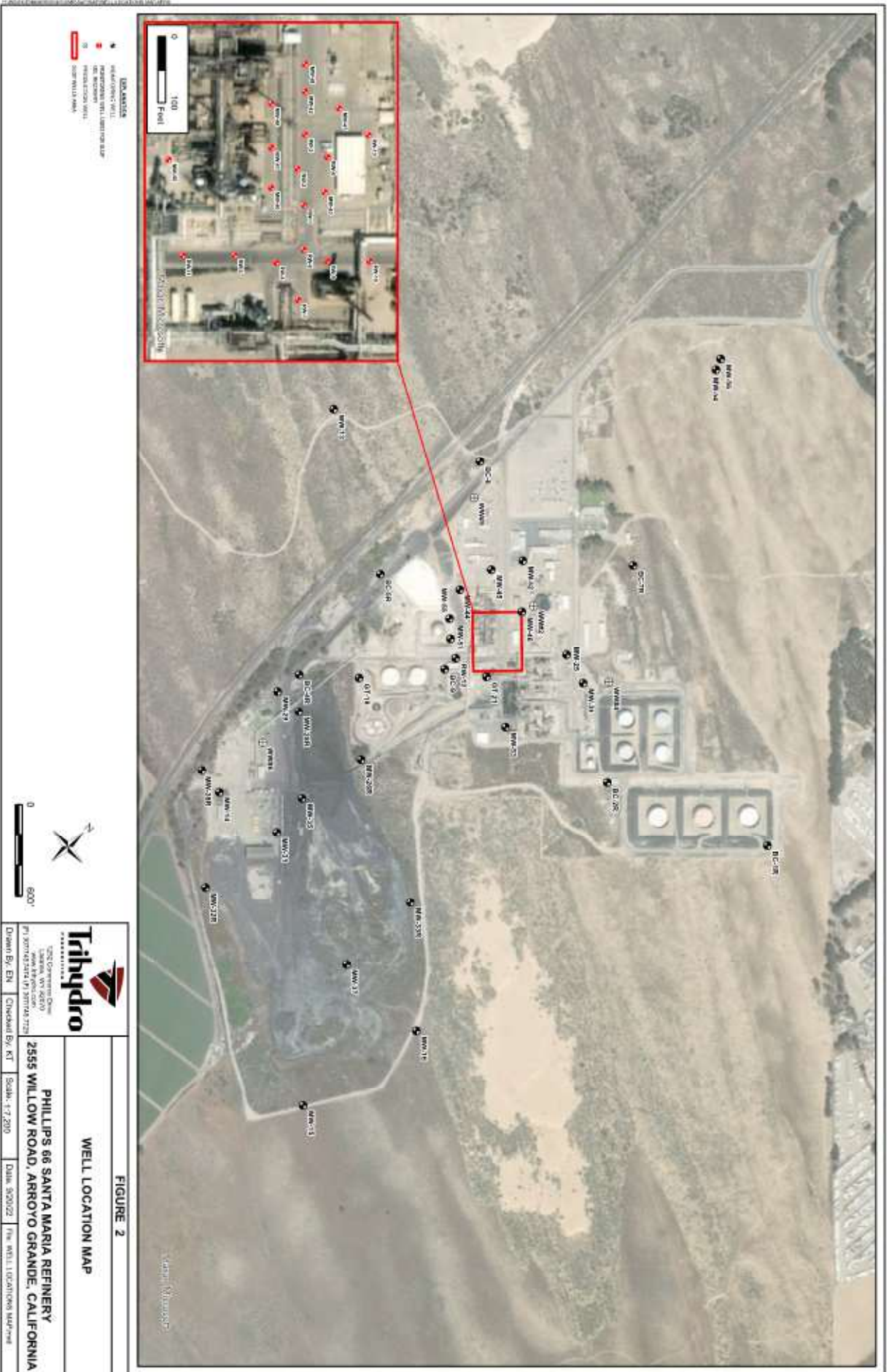


STANDARD EUCALYPTUS TRACT  
 RANCHO BOLSAS DE CHEMISAL  
 SAN LUIS OBISPO COUNTY  
 CALIFORNIA

NOTE—ASSESSOR'S BLOCK & LOT NUMBERS SHOW IN CIRCLES

092-401-011  
 110-260-005

6-27-91  
 11-20-85  
 REV. 12/15/75



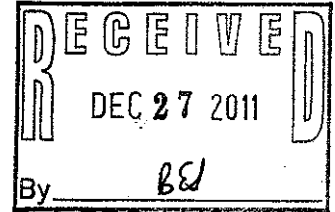
**CALIFORNIA STATE LANDS COMMISSION**  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202



DEC 22 2011

**CURTIS L. FOSSUM**, Executive Officer  
(916) 574-1800 FAX (916) 574-1810  
California Relay Service from TDD Phone 1-800-735-2929  
from Voice Phone 1-800-735-2922

Contact Phone: (916) 574-1227  
Contact FAX: (916) 574-1855



File Ref: PRC 1449.1

Kristen M. Kopp, Superintendent  
Conoco Phillips Company  
Santa Maria Facility  
2555 Willow Road  
Arroyo Grande, CA 93420

Dear Ms. Kopp:

Please find enclosed the fully executed lease between the California State Lands Commission (Commission) and ConocoPhillips for the wastewater outfall pipeline and retention of an abandoned wastewater outfall pipeline offshore of the Oceano Dunes State Vehicular Recreation Area, near the city of Santa Maria, San Luis Obispo County.

Our Accounting Office will be notifying you regarding a refund due or balance outstanding on this project within 90 days from the date of this letter.

The Commission appreciates your cooperation and diligence in helping to complete this transaction. Please contact me at 916-574-1227 or via email at [grace.kato@slc.ca.gov](mailto:grace.kato@slc.ca.gov) if you have any questions. Thank you.

Sincerely,

Grace Kato  
Public Land Manager

Enc.

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
California State Lands Commission  
Attn: Title Unit  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

**STATE OF CALIFORNIA**  
**OFFICIAL BUSINESS**  
Document entitled to free recordation  
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 092-391-013  
County: San Luis Obispo

WP 1449.1

**LEASE PRC 1449.1**

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 4
Section 3	Description of Lease Premises
Section 4	General Provisions

**SECTION 1**

**BASIC PROVISIONS**

**THE STATE OF CALIFORNIA**, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to **ConocoPhillips Company**, hereinafter referred to as Lessee, those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

**ADDRESS:** 1232 Park Street, Suite 300  
Paso Robles, CA 93446

**LEASE TYPE:** General Lease - Right of Way Use

**LAND TYPE:** Tide and submerged land



**LOCATION:** A 4.5 acre parcel, more or less, of tide and submerged land in the Pacific Ocean, offshore of Oceano Dunes State Vehicular Recreation Area, near the city of Santa Maria, San Luis Obispo County.

**LAND USE OR PURPOSE:** Continued use and maintenance of a 18-inch diameter wastewater outfall pipeline and retention of an existing abandoned 14-inch diameter wastewater outfall pipeline.

**TERM:** 25 years; beginning October 25, 2003; ending October 24, 2028, unless sooner terminated as provided under this Lease.

**CONSIDERATION:** \$5,275 per annum. Subject to modification by Lessor as specified in Paragraph 2(b) of Section 4 - General Provisions.

**AUTHORIZED IMPROVEMENTS:**

X **EXISTING:** One 18-inch diameter wastewater outfall pipeline and retention of one existing abandoned 14-inch diameter wastewater outfall pipeline extending into the Pacific Ocean offshore of Oceano Dunes State Vehicular Recreation Area.

N/A **TO BE CONSTRUCTED;**

**CONSTRUCTION MUST BEGIN BY:** N/A

**AND BE COMPLETED BY:** N/A

**LIABILITY INSURANCE:** Combined Single limit coverage of not less than \$1,000,000 or evidence of a qualified self-insurance program providing such liability coverage.

**SURETY BOND OR OTHER SECURITY:** \$ 100,000

**SECTION 2  
SPECIAL PROVISIONS**

**BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED OR SUPPLEMENTED AS FOLLOWS:**

1. Notwithstanding Section 4, Paragraph 4(c), prior to commencing any modifications or repairs of the improvements, other than routine maintenance or structural modifications required on an emergency basis, Lessee shall submit to Lessor all plans and specifications for its review and approval. In the event of urgent repair requiring immediate action, Lessor's engineering staff shall be contacted at Lessor's emergency 24-hour notification number (563) 590-5201.
2. Lessee shall be responsible for ensuring that all discharges from this facility shall meet all existing and future permit, plan, and regulatory requirements to protect all existing and anticipated beneficial uses of the Pacific Ocean within the vicinity of the outfall.

3. In conjunction with the outfall inspection monitoring required of the Lessee under Regional Water Quality Control Board NPDES Permit No. CA 0000051, Order No.R3-2007-0002, Lessee shall conduct annual inspections of the outfall to insure the structural integrity of the outfall, diffusers and anchoring devices. Lessee is responsible for providing any resulting inspection exception reports to Lessor.
4. Lessee shall conduct external inspections of the lease facilities using diver/ROV video with Rhodamine or other detectable dye or high resolution side-scan sonar or equivalent technology on the first anniversary of the execution of the lease and on a yearly basis thereafter and when warranted by extraordinary circumstances such as an accident or a significant seismic event unless the schedule is modified by mutual agreement among the parties hereto. Copies of the results of all external inspections including reports, analyses and recommendations shall be submitted promptly to Lessor at no cost.
5. In the event Lessee is required to submit any reports or other information to any public agency in connection with the maintenance, testing, effluent release or condition of the outfall facilities on the lease premises when such reports indicate facility deficiencies or malfunctions, Lessee agrees to forward a copy of any such report or information to the Lessor.
6. Lessee acknowledges and agrees:
  - a. The site may be subject to hazards from natural geophysical phenomena including, but not limited to waves, storm waves, tsunamis, earthquakes, flooding, erosion, and sea level rise.
  - b. To assume the risks to the Lessee and to the property that is the subject of any Coastal Development Permit (CDP) issued for development on the leased property, of injury and damage from such hazards in connection with the permitted development and use.
  - c. To unconditionally waive any claim or damage or liability against the State of California, its agencies, officers, agents, and employees for injury or damage from such hazards to Lessee's property that is subject to this lease.
  - d. To indemnify, hold harmless and, at the option of Lessor, defend the State of California, its agencies, officers, agents, and employees, against and for any and all liability, claims, demands, damages, injuries or costs of any kind and from any cause (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any alleged or actual injury, damage or claim to Lessee's property that is subject to this lease due to site hazards or connected in any way with respect to the approval of any CDP involving this property or issuance of this Lease, any new lease, renewal, amendment, or assignment by Lessor provided that he injury, damage, or claim arose out of activities conducted and/or obligations required pursuant to this lease. However, this indemnity and hold harmless will not apply to any and all liability, claims, demands, damages, injuries or costs of any kind and from any cause (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement to the extent caused by the sole negligence, gross negligence, or willful misconduct of the Lessor, the State of California, its agencies, officers, agents, and employees.
7. Section 4, General Provisions, Paragraph 7(a), Indemnity is replaced with the following:

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except to the extent any such liability, claims, damage or injury are caused by the negligent acts of the Lessor, its officers, agents and employees.

8. Section 4, General Provisions, Paragraph 8(a), Insurance is replaced with the following:

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease commercial general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all improvements.

9. Section 4, General Provisions, Paragraph 11(c)(1), Default and Remedies is replaced with the following:

(c) In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

(1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises; unless such actions jeopardize human health or the environment, and/or create an unsafe condition at the Lessee's Santa Maria Refinery. Lessee shall make all reasonable efforts to mitigate for any effects to human health, the environment and the Santa Maria Refinery to allow for the timely performance of this remedy.

10. Section 4, General Provisions, Paragraph 12 (e), Restoration of Premises is replaced with the following:

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, State, or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, State, or local law, regulation or ordinance. However Lessee shall be liable for the obligation and cost of removal or other appropriate remedial action only if it is determined that Lessee was directly or indirectly responsible for the contamination or failed to safeguard the Lease Premises from use by third parties.

In the event of any conflict between the provisions of Section 2 and Section 4 of this Lease, the provisions of Section 2 shall prevail.

SECTION 3  
LAND DESCRIPTION

PRC 1449.1

A strip of tide and submerged land 100 feet wide in the Pacific Ocean near Oso Flaco Lake, San Luis Obispo County, California, said strip lying 50 feet on each side of the following described centerline:

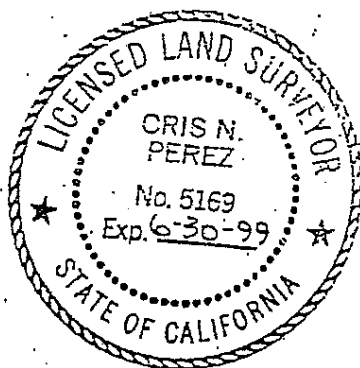
BEGINNING at the westerly terminus of the pipeline easement centerline described in the deed to the Union Oil Company of California and recorded in Book 1755, Page 553, Official Records of San Luis Obispo County; thence along said pipeline and its prolongation N79°11'32"W, 2000 feet to the end of the herein described line.

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark of the Pacific Ocean.

The bearing in the above description is based on the California Coordinate System, Zone 5.

END DESCRIPTION

PREPARED AUGUST 8, 1995 BY CRIS N. PEREZ, L.S. #5169



## SECTION 4

### GENERAL PROVISIONS

#### 1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

#### 2. CONSIDERATION

##### (a) Categories

##### (1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay, or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

##### (2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

##### (b) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

##### (c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

#### 3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

#### 4. LAND USE

##### (a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements

and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

##### (b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

##### (c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

##### (d) Additions, Alterations, and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

##### (e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

##### (f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances, or materials as defined under federal, State, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, State, or local law, regulation or ordinance dealing with such wastes, substances, or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

##### (g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use

and enjoyment of the Lease Premises as provided under this Lease.

(h) **Discrimination**

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) **Residential Use**

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins, or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

(b) **Encumbrances**

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

5. **RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY**

(a) **Reservations**

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

6. **RULES, REGULATIONS, AND TAXES**

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

7. **INDEMNITY**

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

8. **INSURANCE**

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days' prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the

policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

9. **SURETY BOND.**

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

10. **ASSIGNMENT, ENCUMBRANCING OR SUBLETTING**

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee, or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of

or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

**11. DEFAULT AND REMEDIES**

**(a) Default**

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
- (6) Lessee's Failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or

- (7) Lessee's failure to comply with applicable provisions of federal, State or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

**(c) Remedies**

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice, Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

**12. RESTORATION OF LEASE PREMISES**

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.



(c) All plans for and subsequent removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, State or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

13. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

14. HOLDING-OVER

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty-five percent (25%).

15. ADDITIONAL PROVISIONS

(a) Waiver

(1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

This Lease may be terminated and its term, covenants, and conditions amended, revised, or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NO. PRC 1449.1

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEES:

LESSOR:

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

[Signature]

By: [Signature]  
Chief  
Land Management Division

Title: Site Manager

Title: \_\_\_\_\_

Date: 11/8/11

Date: DEC 22 2011

ACKNOWLEDGEMENT

This Lease was authorized by the  
California State Lands Commission on

See Attached  
California All-Purpose Acknowledgment

September 1, 2011  
(Month Day Year)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

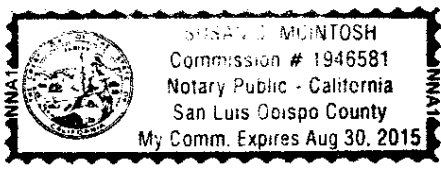
State of California

County of San Luis Obispo }

On Dec 5, 2011 before me, Susan McIntosh, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Timothy James Seidel  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan C. McIntosh  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

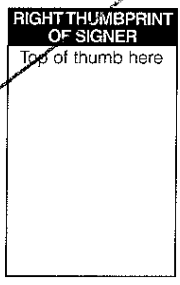
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

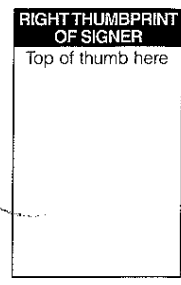
**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_