

TO: James L. App, City Manager
FROM: Ronald Whisenand, Director of Community Development
SUBJECT: Sand Mine Applications in the North County
DATE: June 17, 2008

Needs: That the City Council consider mitigation of impacts on City streets resulting from sand mine operations in the unincorporated area of the North County.

- Facts:**
1. In the last year, the County Planning Department has received five applications for sand mines in the North County (see attached map). Those applications and their status are as follows:
 - a) Pehl Mine on the Salinas River at North River Road and Wellsona Road; maximum yield 80,000 cubic yards per year. As a result of having received four appeals to the mitigated negative declaration this issue was continued to the County Planning Commission meeting of September 25, 2008.
 - b) Viborg Mine on the Estrella River at Estrella Road and Airport Road; maximum yield 45,000 cubic yards per year. The preparation of a negative declaration is in process, the hearing date has been continued to August 28, 2008.
 - c) Pankey mine on the Salinas River on Indian Valley Road north of San Miguel. This item was continued at the Planning Commission meeting of May 8, 2008.
 - d) Martin mine on San Marcos Creek, San Marcos Road west of Highway 101 and south of San Miguel. No hearing date has been set.
 - e) Viborg mine on the Salinas River on North River Road south of Wellsona Road. The applicant has this project on hold.
 2. Applications for the Pehl and Viborg mines indicate that Airport Road to Highway 46E will be the route used to transport sand from the mines.
 3. In recent years, all land development applications approved within the City and using Airport Road for access have been conditioned to participate in the improvement of the intersection of Highway 46E and Airport Road.
 4. The Pehl and Viborg applications indicate a maximum of 64 trips per day. Based on the maximum yield of the mines and 260 yearly working days; the Pehl mine will average 15 fully loaded trucks per day and the Viborg mine, 9 fully loaded trucks per day. If empty return trips are included, the average daily traffic for both mines is 48 trips per day.
 5. The weight of a fully loaded truck is 40 tons. The impact of a fully loaded truck is approximately equal to that of 15,000 cars.
 6. In accordance with General Plan policy of fiscal neutrality, land development within the City is typically conditioned to mitigate their traffic impacts by providing their share of transportation improvements.
 7. In October 2006, the City adopted a schedule of Development Impact Fees based upon a reasonable relationship between the amount of the fees and the portion of

cost of the public facilities attributable to the development on which the fee is imposed.

8. In a letter to the County Planning Department dated September 26, 2006, the City requested that the Jankris Winery on Dry Creek Road be conditioned to pave Dry Creek Road; pay the City's Development Impact Fees; and to participate in improvements to the intersection of Airport Road-Highway 46E.
9. At their meeting of May 20, 2008, the Council directed staff to investigate the County's road fee typically attached to these applications and determine whether the City can use these funds for their affected roads.
10. Attached is an email from Sam Taylor, County Public Works, which demonstrates that the County road fee is specifically dedicated to County roads. Sam has informed the City Engineer by phone that the County Public Works Department has no surplus of funds for road maintenance and has actually cut their road maintenance budget.

**Analysis
and**

Conclusion: Airport Road Paving

The Pavement Management System developed for the City by Pavement Engineering, Inc. states that "larger-heavier trucks have very significant impacts to the pavement due to the high axle weights". They estimate that the impact on roads of one fully loaded truck is equal to that of roughly 15,000 cars. The City invested \$150,000 in Airport Road paving from Dry Creek Road to Propeller Drive in 2004. The return on this investment will be significantly undermined by the increased truck traffic.

The section of Airport Road north of Buena Vista Drive is rated among the lowest paving conditions in the City according to the Pavement Management Plan. This road may not support the addition of 50 daily heavy truck trips. The addition of regular daily heavy truck trips may leave this section of road impassable. An engineering analysis is needed to determine how quickly the paving would deteriorate as a result of these loads.

The City regularly receives complaints from their neighbors in the County regarding the condition of Airport Road paving, north of the Airport entrance. The San Luis Obispo Council of Governments receives comments on un-met transportation needs throughout the County. This section of Airport Road is frequently mentioned and is therefore listed on the COG un-met needs list.

In accordance with the General Plan policy of fiscal neutrality, it appears that re-paving Airport Road from Buena Vista Drive to Tower Road is a reasonable mitigation of the impact of the truck traffic associated with sand mines in the County. The operators of the sand mines have a responsibility to those who depend upon Airport Road for their access to mitigate the damage to roads caused by truck traffic.

The City's 2005 Pavement Management program shows the cost to improve Airport Road from Buena Vista Drive to Tower Road at \$687,167. In today's dollars, the cost is approximately \$750,000. The Pehl and Viborg mines together could produce 6,250 yearly fully loaded truck trips for a total of 125,000 trips over the course of 20 years. Pehl and Viborg have retained Sierra Delta Corporation to estimate their truck trips with

consideration towards the River's natural capability of replenishing the sand. Sierra Delta estimates a yearly average of 2,500 trips.

If required to provide the paving needed today on north Airport Road, the cost of \$750,000 could be generated in the first year from the Pehl and Viborg mines at \$120 per trip (assuming these mines yields their maximum allowable). This amount is \$55 per trip less than Viborg's estimated additional cost to import sand from Monterey County.

If the City chooses to recommend a road fee, similar to the County's where the mines are assessed on their estimated percentage (5.82%) of total truck trips over Airport Road from Highway 46 to north City limits; and divided over the 20-year life of both the Pehl and Viborg mines, the fee would be \$5.01 per loaded truck trip. This figure is based upon Pavement Management's estimated future maintenance cost added to the City's current investment and divided by the truck trip numbers provided by Sierra Delta (see attached County fee calculation example).

Collection of this fee would be as noted in the County's correspondence. The applicant would enter into a Road Maintenance Agreement similar to the County's (example attached). This agreement would allow the City to verify the truck trips and would allow the applicant to verify how the income from the fee is spent.

Comments on business viability by the mine operators can only be considered in light of profit and loss disclosure. Provision of fees based on truck trips on a continuous basis for the life of the mine is consistent with the County's approach towards mitigation and is therefore recommended as the appropriate way to mitigate the mine's impacts on Airport Road paving.

Airport Road-Highway 46E Intersection

The addition of 48 daily trips to the intersection of Airport Road and Highway 46E represents about one-half of one percent of the cumulative total average daily trips projected through General Plan build out. Reasonable mitigation for traffic impacts resulting from both the Pehl and Viborg sand mines would be payment of one-half of one percent of the estimated cost of the improvements to the intersection of Airport Road-Highway 46E identified by the City's Parallel Routes Study.

Policy

Reference: City General Plan.

Fiscal

Impact: The provision of improved paving on Airport Road from Buena Vista Drive to Tower Road, mitigates impacts to that section of roadway. However, the project will significantly reduce the life of the paving on the remainder of Airport Road.

Options:

- a.** Direct staff to write a letter to the County Planning Department requesting that they include conditions of approval of any sand mine permit contributing truck traffic to Airport Road to 1) enter into a road maintenance agreement with the City to provide funding to maintain Airport Road paving in accordance with the City's Pavement Management Program from Highway 46 to Tower Road; and 2) to contribute one-tenth of one percent of the estimated cost of Airport Road-Highway 46E improvements for every 10 average daily trips projected by the application.

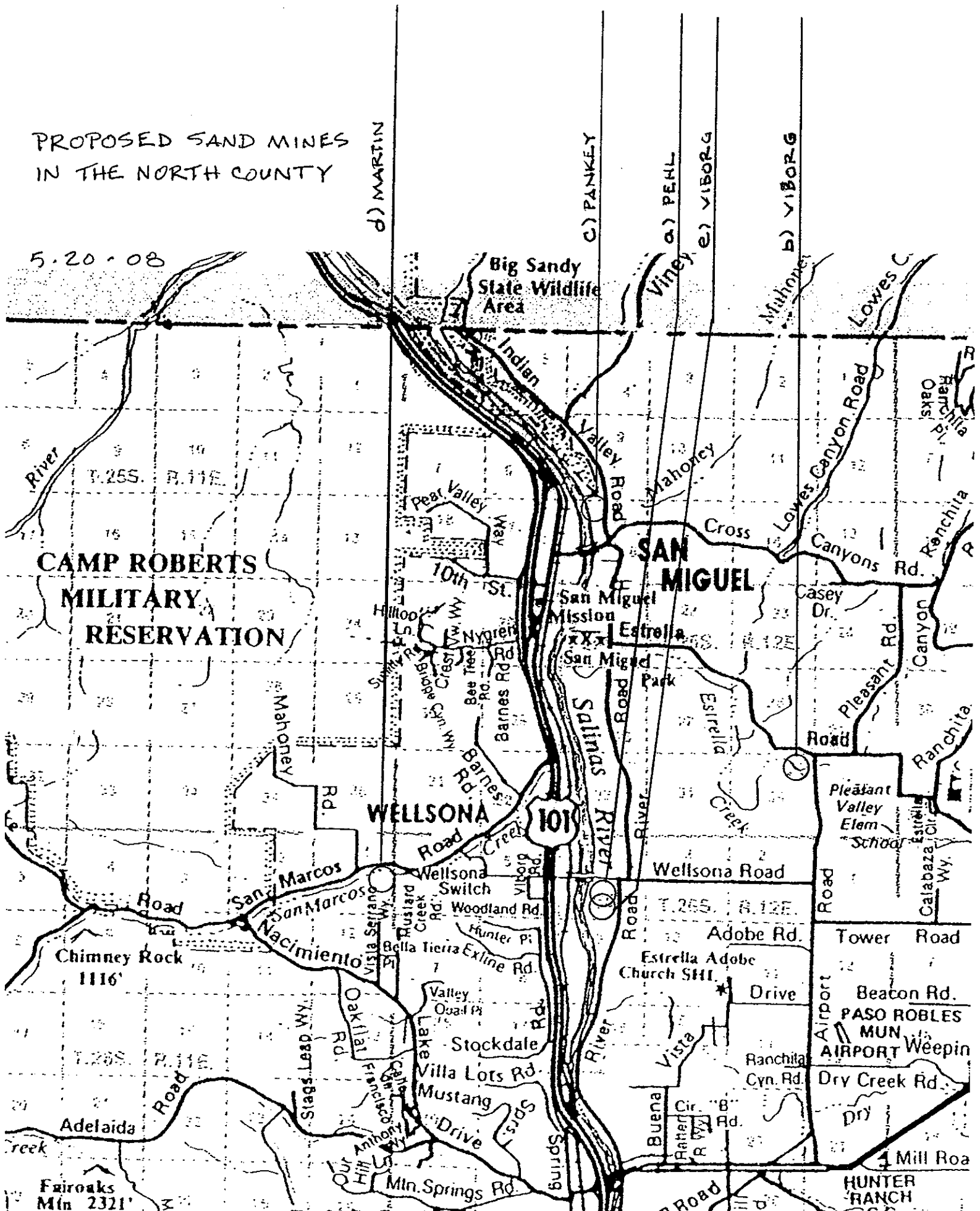
b. Amend, modify or reject the above options.

Attachments: (8)

1. Map of Current Sand Mine Applications in the County
2. Email from Paul Viborg, 4-3-08
3. Truck Trip calculations from Sierra Delta Corporation
4. Letter from Eugene Alonso, 4-7-08
5. Letter to County Planning regarding Jankris Winery, 9-26-06
6. Email from Sam Taylor, SLO County Public Works
7. Sample fee calculation from the County
8. Sample Road Maintenance Agreement

PROPOSED SAND MINES
IN THE NORTH COUNTY

5.20.08



John Falkenstien

From: Jim App
Sent: Thursday, April 03, 2008 3:38 PM
To: Ron Whisenand; Doug Monn; John Falkenstien
Subject: FW: Sand Pits

fyi

From: VIBORGSANDGRAVEL@aol.com [mailto:VIBORGSANDGRAVEL@aol.com]
Sent: Thursday, April 03, 2008 1:45 PM
To: Frank Mecham; Gary Nemeth; John Hamon; Duane Picanco; Fred Strong; CityManager; jpp@prcity.com
Subject: Sand Pits

Dear Sirs,

My statements before the Paso Robles City Council on Tuesday night, April 1st were an effort to shed light on the shortage of sand that we are experiencing in our county right now. Currently, there are three proposed sand pits going through the permit process with the County of San Luis Obispo. Every "mitigation" that is put forth on these pits by the City and County, make each project less and less viable. Trucking sand from King City only costs approximately \$175 more per load in trucking costs over and above what it would cost to haul it from one of the local pits. However, if you add these extra costs together with the added air pollution from the extra mileage, it makes this option ludicrous. Please be aware that this very scenario is happening as we speak in an effort to meet the demand for sand in our county right now.

Please rescind the e-mail written by the City of Paso Robles requesting that John Pehl and myself must re-pave Airport Road as a condition of approval of our sand pits. I have not found that any of the wineries located in this area and on Airport Road have been included in this request. How can this responsibility be shouldered solely by John Pehl and myself? Please contact me at my office 238-4368 or by e-mail at viborgsandgravel@aol.com regarding this issue.

Respectfully
Paul Viborg

Planning your summer road trip? Check out [AOL Travel Guides](#).

SIERRA DELTA CORPORATION

935 Riverside Avenue; Suite 21
 Paso Robles, California 93446
 Phone: 805-239-9293
 Fax: 805-239-9309
 Email: sierradelta@sbcglobal.net

Average Truck Traffic Generated from Two Proposed Projects

		Pehl's Project	Viborg's Project
Annual Maximum		80,000 Cubic yds	45,000 Cubic yds
Daily Cubic Yards Removed		500 Cubic yds	500 Cubic yds
Cubic Yards in a Truck Max Weight 80,000lbs		20 Cubic yds	20 Cubic yds
Workable Days in a Year		250 Days	250 Days
Years for River to Replenish		5 Years	5 Years
Calculations			
Trucks per day at max yardage		25 Trucks	25 Trucks
Days Needed to Remove Annual Max		160 Days	90 Days
Divided by 5yr River Replenishment		32 Days	18 Days
Total Trucks Per Year		800 Trucks	450 Trucks
Total Truck Trips Per Year(1/2 Empty) For Project Life		1,600 Truck Trips	900 Truck Trips

The above table shows the calculated truck trips for the Pehl and Viborg Operations, respectively. The calculations take into account that once the maximum amount of sand has been extracted from either site, no further extraction may occur until the river has deposited material back into the area of extraction. This is mandated by the Department of Fish and Game. Therefore an average five year time span for maximum amount to be extracted was used in the calculations. A maximum of 800 and 450 loaded trucks per year has been calculated using this method.

April 07th 2008

John Falkenstien
Paso Robles City Public Works
1000 Spring Street
Paso Robles, CA 93446

Mr. Falkenstein,

Per your request this letter is to provide you with background information concerning the proposed Sand Skimming Operations near Airport Road. Due to the request for the small minority of traffic being held liable to repave the road we feel it necessary to educate the Public Works department on other sources of potential funding.

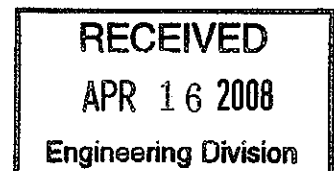
The projects are excavating sand from the Salinas and Estrella Rivers. There is a redline approach to the excavation. The mean sea level(msl) has been measured which determined the current elevation of the river. The projects can never reach a depth of more than 5' below the elevations surveyed. The maximum annual yields are depths of 2' respectively. Also, excavation must always subsist one foot above the water table. Hence, this process relies on the flow of the river. Years when the river does not flow extensively depositing another layer of sand, similar to last year, there will not be large amounts of aggregate to remove therefore, fewer truck trips.

In contrast, the winery business has trucks transporting commodities unconditional of the season, due to irrigation and manufacturing. Over three million cases of wine a year are shipped in the north county alone. All of the grapes must be transported to the manufacturers to be processed and then moved as cases to their destination. The weight limit of wine trucks, as well as all other agricultural trucks, is equivalent to that of sand trucks, 80,000lbs. The construction of roads in this area has been upgraded from the increase in truck traffic due to wineries.

With the aforementioned it is only acceptable that wineries and the agricultural industry as a whole bear the burden alongside the sand operators of repairing the city roads. Any other proposal would be unjust and bias.

Sincerely,

Eugene Alonso





CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

September 26, 2006

North County Team
San Luis Obispo County Department of Planning and Building
County Government Center
San Luis Obispo, CA 93408

RE: DRC2006-00051, Jankris Winery
Dry Creek Road, Paso Robles

Dear NC Team:

Thank you for the opportunity to comment on the application submitted by Jankris Winery on Dry Creek Road. Attached is your response form with our acknowledgement.

The City is supportive of the proposed crush facility. This type of development is consistent with numerous policies of the City's General Plan and Economic Strategy. It is our understanding that the property is currently within an "agricultural preserve" pursuant to the Williamson Act. The City is supportive of maintaining the property under contract and in agricultural use consistent with the City's draft Purple Belt program.

With regard to impacts on the City, the Jankris development will generate a certain measure of truck traffic on streets in the City of Paso Robles. In order to mitigate these impacts we recommend the following conditions of approval:

- Prior to occupancy, Dry Creek Road shall be paved a minimum of 24-feet wide in accordance with plans approved by the City Engineer.
- Traffic impact fees shall be imposed on future building permits in the amount of the fees in place, in the City, at the time the building permits are issued.
- The applicant shall enter into an agreement, with the City, to participate in the cost of design and construction of improvements to the intersection of Airport Road and Highway 46 East.
- The applicant should be made aware that the City has a tentative tract application that proposes to realign Dry Creek Road. The applicant should contact their neighbors to the south to discuss participation in road improvements.

Once this project is scheduled for hearing, please provide us notice of the hearing and a copy of your staff report. We do appreciate the opportunity to comment.

Sincerely,



John Falkenstien
City Engineer

encl (1)

cc: Ron Whisenand, Community Development Director
Susan DeCarli, City Planner
Doug Monn, Director of Public Works
James App, City Manager



SAN LUIS OBISPO COUNTY

DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP
DIRECTOR

THIS IS A NEW PROJECT REFERRAL

DATE: September 6, 2006

TO: _____

FROM: Karen Nall, North County Team

PROJECT DESCRIPTION: DRC2006-00051, JANKRIS: Conditional Use Permit for 4 new winery buildings ranging from 33,339 sq. ft. to 63,799 sq. ft. 76.52 acre site located off Dry Creek Road in Paso Robles. APN: 026-191-035

Return this letter with your comments attached no later than: 14 days from receipt of this referral.
SEPTEMBER 21, 2006. Thank you.

PART 1 - IS THE ATTACHED INFORMATION ADEQUATE TO COMPLETE YOUR REVIEW?

- YES (Please go on to PART II.)
- NO (Call me ASAP to discuss what else you need. We have only 10 days in which we must obtain comments from outside agencies.)

PART II - ARE THERE SIGNIFICANT CONCERNS, PROBLEMS OR IMPACTS IN YOUR AREA OF REVIEW?

- YES (Please describe impacts, along with recommended mitigation measures to reduce the impacts to less-than-significant levels, and attach to this letter)
- NO (Please go on to PART III)

PART III - INDICATE YOUR RECOMMENDATION FOR FINAL ACTION.

Please attach any conditions of approval you recommend to be incorporated into the project's approval, or state reasons for recommending denial.

IF YOU HAVE "NO COMMENT," PLEASE SO INDICATE, OR CALL.

Please see attached letter.

9/26/06
Date

San Delanda
Name

237-3970
Phone

John Falkenstien

From: sltaylor@co.slo.ca.us
Sent: Thursday, June 05, 2008 2:42 PM
To: John Falkenstien
Cc: molmsted@co.slo.ca.us
Subject: Sand Mines DRC2006-000039, Calkins

Attachments: Revised Co cost per load.tif



Revised Co cost per
load.tif (...)

John,

In response to your questions:

1) Q: What are the formulas for the Maintenance Cost Per Load work sheets?

A: The assumption is one 2" overlay every 20 years; amounts of paving required are based on the length and width shown on the sheet. The amount charged is based on the percentage of the total truck trips on the route which are due to the proposed quarry operation. The route for this project is the one proposed in the Traffic Study and in the Project Application. Michelle Olmsted probably used a Google Earth or Microsoft Live Search Maps type program to arrive at the length of road.

2) Q: Regarding the fees collected for maintenance: How can the applicant be sure they are used to maintain the haul route?

A: The agreement between the applicant and the county specifies that the applicant may examine the county's account books during regular business hours - likewise the county may examine the applicant's books during regular business hours to verify the quantities excavated and hauled.

Michelle Olmsted told me that she's revised our work sheets (The revision raises the amount per load). I don't currently have access to a new Paso Robles work sheet for this project. Michelle or I will get a copy to you as soon as possible. Attached is the revised sheet for the County cost per load:

(See attached file: Revised Co cost per load.tif)

If you have any questions or comments, please call or email me. Michelle told me you could email or call her at 782-2830, also.

Thanks,

Sam Taylor
San Luis Obispo County, Calif., Department of Public Works Development Services Division
voice: 805-788-2177
fax: 805-781-1229
Visit County Public Works on the web at: <http://www.slocounty.ca.gov/pw>

This transmission is confidential and intended solely for the person or organization to whom it is addressed. It may contain privileged and confidential information. If you are not the intended recipient, you should not copy, distribute or take any action in reliance on it. If you have received this transmission in error, please notify me immediately by telephone or email (SLTaylor@co.slo.ca.us), thank you.

Calc by: MO
Check by:

Date: 4/1/2008
Date:

Application: CALKINS or VIBORG
DRC: 2006-00039

**7595 Estrella Road Sand and Gravel Mine (APN 027-191-047)
Maintenance Cost per Truckload (County of San Luis Obispo)**

Facility Will Produce	45000 cy/year	Assumptions: 20 Year operation life for gravel pit Each truck is considered to generate two truck*trips. Assume 20 cubic yards per truck. Assume roadway wear to roadway due to non truck traffic is negligible.
Maximum Truckloads per Day	9 trucks/day	
Maximum Truckloads per Year	2250 trucks/year	
Truckloads per Operation Life	45000 trucks	
<i>Airport Road (County of San Luis Obispo)</i>		Truck route is via Airport Rd only Assumes project site to Paso Robles City Limit Percentage trucks at 5% Average per weekday
Length	2.43 miles 12830 feet	
Width	22 feet	
ADT (June 2006)	5600 vehicles/day	
Number of Trucks (Existing)	280 trucks/day	
Number of Trucks (Added by Project)	17 truck*trips/day	
% Total Truck Traffic Caused by Project	5.82%	
Cost of 20 Year Maintenance Program		
<i>Airport (County of San Luis Obispo)</i>		HMA - Hot Mix Asphalt Assume one 2" overlay 10% of construction cost 5% cost increase per year over 20 years (life of program) Based on % of total truck traffic
Cost of HMA	\$85.00 ton	
Prep Cost	\$0.75 SF	
Shoulder Backing	\$2.50 LF	
Total CY HMA needed	1742 CY	
Total Prep Needed	282269 SF	
Total Shoulder Backing Needed	25661 LF	
Total Tons HMA Needed	3450 Tons	
Total Cost of HMA	\$293,246	
Total Cost of Prep	\$211,702	
Total Cost of Shoulder Backing	\$64,152	
Total Construction Cost	\$569,100	
Design/Contingency	\$56,910	
Total Cost	\$626,009	
20-Year Inflation	\$1,660,989	
Total Cost to Project	\$96,694	
Total County Fee Cost per Truckload	\$2.15	

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, herein called the APPLICANT, and the County of San Luis Obispo, a political corporation and one of the Counties of the State of California herein referred to as the COUNTY.

WITNESETH:

WHEREAS, the Applicant has applied for a Development Plan, No. _____ to conduct _____ operations and haul _____ over County roads, Nos. _____.

WHEREAS, the operations authorized by that Development Plan will cause continued heavy usage of these roads which will require additional maintenance expense to the County for subsequent repairs; and

WHEREAS, as a condition of approval of said development plan, the Applicant is required to enter into a road maintenance agreement with the County to compensate the County in accordance with Section 22.36.010 et seq. of the County's Land Use Ordinance or with Section 23.08.170 et seq. of the County's Coastal Zone Land Use Ordinance for increased road costs which will be incurred because of Applicant's operations; and

WHEREAS, execution and performance of the provisions of this agreement by Applicant will satisfy the road maintenance agreement requirement imposed as a condition of approval of said development plan.

NOW, THEREFORE, in consideration of the approval of said use, it is agreed by and between Applicant and County hereto as follows:

1. **Maintenance fee rate.** For the purposes of this agreement, the current additional road maintenance expense, i.e. maintenance fee, equals _____ per ton for each and every ton hauled over these roads.
2. **Maintenance fee increases.** The maintenance fee rate set by this agreement may be reviewed by County in conjunction with any subsequent application by Applicant for a land use permit including, but not limited to, an application for a site plan, development plan, or reclamation plan. However, if a new rate is not established at the same time as or as a condition of any subsequent land use permit, then the initially agreed upon rate of _____ cents (____¢) per ton hauled shall be increased to _____ cents (____¢) per ton hauled for all tonnage hauled during the second and all subsequent years of this agreement.
3. **Applicant records.** The Applicant agrees to keep records of all _____ products produced at the site authorized in the above development plan and transported on each of the above County roads, and to permit a duly authorized representative of the

County Engineering Department to inspect such records during regular business hours in order to verify tonnage hauled during any period.

4. **County records.** The County shall keep accurate records of all funds expended on each of the above County roads. The Applicant shall have the right to inspect these records during the regular business hours of the County.

5. **Monthly reports.** On or before the fifteenth day of each month, the Applicant shall prepare and transmit to the County Engineering Department a monthly written report delineating the tonnages of all _____ products produced at the site authorized in the above development plan and transported on each of the above County roads by Applicant and Applicant's agents, employees and independent contractors during the preceding month.

6. **Payment.** From these reports or any other reliable information, the Applicant shall compute the amount that is due and payable to the County of San Luis Obispo for payment of the maintenance fee required by this Agreement. The amount shall be calculated as follows: the current maintenance fee rate times the number of tons hauled the previous month. This payment is due on the fifteenth of the month. Any amount due and unpaid by applicant shall accrue interest at the rate of eighteen percent (18%) per annum.

7. **Limitation on maintenance fee.** Notwithstanding any other provision of this agreement, the maintenance fee required herein shall apply only to products produced at and transported from the site and facilities authorized in Development Plan No. _____.

8. **Transportation permit.** A transportation permit from the County Engineer, and associated additional fees in addition to the maintenance fee required herein, shall be required for any vehicle which exceeds the weight and size limits specified in Division 15 of the Vehicle Code of the State of California.

9. **Indemnification.** The Applicant shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this agreement, including, but not limited to, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Applicant, or of agents, employees, or independent contractors directly responsible to the Applicant; providing further that the foregoing shall apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Applicant, the Applicant's agents, employees or independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Applicant to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

10. **Assignment.** Applicant shall not have the right to assign or transfer this

agreement, or any part hereof, without the prior written consent of the County Engineer.

11. Costs and attorney's fees. In the event that Applicant fails to perform any obligation hereunder, Applicant agrees to pay all costs and expenses incurred by County in securing performance of such obligations, including costs of suit and reasonable attorney's fees.

12. Effect of waiver. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

13. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be the venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

14. Enforceability. The invalidity and unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions.

15. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: County Engineer, County of San Luis Obispo, County Government Center, San Luis Obispo, California, 93408. Notices required to be given to Applicant shall be addressed as follows:

Provided that any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

APPLICANT: _____

By: _____
(Signature)

(Type or print name and title)

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:
R. WYATT CASH
County Counsel

By: _____

Dated: _____

V:\Sam T\Staff Mtgs\Referral-PreApp\Quarry\Rd Maint Agr.doc