336 Pacific Avenue, Shafter, CA 93263
Meeting Held In-Person and Via Zoom and Livestream on YouTube.

AGENDA
REGULAR MEETING
SHAFTER PLANNING COMMISSION
TUESDAY, APRIL 14, 2026

NOTICE TO THE PUBLIC:

Any documents produced by the City and distributed to a majority of the Planning Commission regarding any item on this agenda will be made available in the City Clerk's Office during normal business hours at City Hall located at 336 Pacific Avenue, Shafter CA. In addition, such documents will be posted on the City's website at www.shafter.com.

CALL TO ORDER: 6:00 PM

ROLL CALL:
Chairman Joshan
Vice Chairman Piuser
Commissioner Camacho
Commissioner Sanchez
Commissioner Simmons

PLEDGE OF ALLEGIANCE: Chairman Joshan

INVOCATION: Commissioner Camacho

APPROVAL OF AGENDA:

MINUTES OF PREVIOUS MEETING:

1. Approval of Minutes: Regular Meeting of February 10, 2026

PUBLIC COMMENT:

This portion of the meeting is reserved for persons wanting to address the Commission only on matters not listed on this agenda. Speakers are limited to five minutes unless additional time is needed for translation. Please state your name and address for the record before making your presentation.

PUBLIC HEARING:

Should anyone challenge any proposed action which is the subject of a public hearing listed on this agenda, that person challenging any action taken after the public hearing may be limited to raising only those issues addressed at the public hearing described

in this notice, or in written correspondence delivered to the Planning Commission at or prior to this public hearing.

1. **General Plan Amendment No. 25-41 and Zone Change No. 25-74 (Assessor's Parcel Numbers 028-290-03 and -04):** Commission conduct a public hearing; and adopt Resolution No. 26-480, a Resolution of the Planning Commission of the City of Shafter, recommending approval of General Plan Amendment No. 25-41 and Zone Change No. 25-74 to the City Council of the City of Shafter. The GPA amends the City of Shafter General Plan land use designation for one parcel (APN 028-290-03) from VLDR (Very Low Density Residential) to LDR (Low Density Residential); the other parcel (APN 028-290-04) under consideration is already designated LDR. The ZC changes the zone district under Title 17 of the Shafter Municipal Code for one parcel (APN 028-290-03) from E (Estate) to R-1 (Low Density Residential) and the other parcel (APN 028-290-04) from A (Agricultural) to R-1. Each parcel is 20.03 acres for a total of 40.06 acres under consideration, and the two parcels are located at the southwest and southeast corners of the E. Los Angeles Avenue and S. Mannel Avenue intersection. (Planning Director Esselman)

   ROLL CALL

2. **Development Agreement No. 25-22 (Mission Lakes Specific Plan):** Commission conduct a public hearing; and adopt Resolution No. 26-481, a Resolution of the Planning Commission of the City of Shafter recommending that the City Council of the City of Shafter adopt Development Agreement No. 25-22 for the Mission Lakes Specific Plan area. (Planning Director Esselman)

   ROLL CALL

3. **Conditional Use Permit No. 26-161 (Rental Equipment):** Commission conduct a public hearing; and adopt Resolution 26-482, a Resolution of the Planning Commission of the City of Shafter approving Conditional Use Permit No. 26-161 to permit the operation and storage of rental equipment associated with an existing hardware store located on Assessor's Parcel Number 026-101-02. (Planning Director Esselman)

   ROLL CALL

4. **Tentative Tract Map No. 7422 (Gossamer Grove Specific Plan):** Commission conduct a public hearing; and adopt Resolution No. 26-483, a Resolution of the Planning Commission of the City of Shafter recommending approval of Tentative Tract No. 7422, as depicted in Exhibit "A" with the Conditions of Approval as shown in Exhibit "B", to the City Council of the City of Shafter. (Planning Director Esselman)

   ROLL CALL

COMMISSIONER REPORTS:

ADJOURNMENT:

Pursuant to the Americans with Disabilities Act, if you need special assistance to participate in a City Council Meeting, please contact the City Clerk at (661) 746-5000 at least three (3) days prior to the meeting or time the special services are needed to allow City staff in making reasonable arrangements to provide you with access to the

meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection in the City Clerk's Office at Shafter City Hall, 336 Pacific Ave., Shafter, CA 93263. This is to certify that this Agenda notice was posted at City Hall and Police Dept. by 5:00 p.m., April 10, 2026. Yazmina Pallares, S/S, City Clerk

REMOTE PUBLIC PARTICIPATION IS ALLOWED IN THE FOLLOWING WAYS, SEE BELOW FOR INSTRUCTIONS.

1. You are strongly encouraged to observe the Planning Commission meetings live via YouTube https://www.youtube.com/user/CityofShafter/
2. If you wish to make a comment on a specific agenda item or public comment, please submit your comment via email by **6:00 PM on April 14, 2026** to the City Clerk at CityClerk@shafter.com
3. If you wish to make a written comment to the City Clerk, 336 Pacific Avenue, Shafter, CA 93263.
4. If you wish to make a comment during the live meeting, callers must first register with the City Clerk at 661-746-5012 before the meeting begins to receive instructions and the call- in number and code. Please call by 5:00pm on the Monday prior to the Planning Commission meeting to allow ample time for sign up. You will need to provide your name, phone number and the item number you wish to address.
5. All public comments are provided to the Planning Commission and applicable Staff, for review and consideration by the Board prior to taking action on any matters listed on the agenda and are incorporated into the official record of the Planning Commission meeting.

MINUTES OF THE REGULAR MEETING OF THE
SHAFTER PLANNING COMMISSION
COUNCIL CHAMBER, 336 PACIFIC AVENUE
MEETING HELD IN-PERSON AND VIA ZOOM AND LIVESTREAM TO YOUTUBE
TUESDAY, FEBRUARY 10, 2026

ROLL CALL:

PRESENT (In-Person): Commissioners Camacho, Sanchez, and Simmons. ABSENT: Chairman Joshan and Vice Chairman Piuser. Also present: Planning Director Esselman, Senior Planner Cazares, Associate Planner Olaguez, IT Specialist Herrera, and City Clerk Pallares.

PLEDGE OF ALLEGIANCE: Commissioner Camacho

INVOCATION: Commissioner Simmons

APPROVAL OF AGENDA:

MOVED (SIMMONS) AND SECONDED (CAMACHO) COMMISSIONERS APPROVED THE AGENDA AS PRESENTED. MOTION CARRIED BY THE FOLLOWING VOTE:
AYES: CAMACHO, SANCHEZ, AND SIMMONS.
NAYS: NONE.
ABSENT: JOSHAN AND PIUSER.
ABSTENTIONS: NONE.

PUBLIC COMMENT:

There were no members of the public wishing to speak.

MINUTES OF PREVIOUS MEETING:

1. Approval of Minutes: January 13, 2026

MOVED (CAMACHO) AND SECONDED (SIMMONS) COMMISSIONERS APPROVED THE MINUTES OF THE REGULAR MEETING OF JANUARY 13, 2026, AS PRESENTED. MOTION CARRIED BY THE FOLLOWING VOTE:
AYES: CAMACHO, SANCHEZ, AND SIMMONS.
NAYS: NONE.
ABSENT: JOSHAN AND PIUSER.
ABSTENTIONS: NONE.

PUBLIC HEARING:

Should anyone challenge any proposed action which is the subject of a public hearing listed on this agenda, that person challenging any action taken after the public hearing may be limited to raising only those issues addressed at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at or prior to this public hearing.

1. **Conditional Use Permit No. 25-154 Senior Living Facility:** Planning Director Esselman Planner Cazares made introductory comments. A notice of public hearing was properly

advertised.

Commissioner Sanchez opened the public hearing.

Being no members of the public wishing to speak, the public hearing was closed.

MOVED (SIMMONS) AND SECONDED (CAMACHO) COMMISSIONERS FOUND THE PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; CONDUCTED A PUBLIC HEARING AND ADOPTED RESOLUTION NO. 26-475, A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SHAFTER APPROVING CONDITIONAL USE PERMIT NO. 25-154 TO ALLOW AN ASSISTING LIVING FACILITY (APN 028-010-73). MOTION CARRIED BY THE FOLLOWING VOTE:
AYES: CAMACHO, SANCHEZ, AND SIMMONS.
NAYS: NONE.
ABSENT: JOSHAN AND PIUSER.
ABSTENTIONS: NONE.

2. **Conditional Use Permit No. 26-156 Retail Wine Sales for Off-Site Consumption at The Wonderful Store:** Senior Planner Cazares made introductory comments. A notice of public hearing was properly advertised.

Commissioner Sanchez opened the public hearing.

Tracy Burns-Lusich, with The Wonderful Company, 4050 7th Standard Road, answered questions from the Commission.

Being no other members of the public wishing to speak, the public hearing was closed.

MOVED (CAMACHO) AND SECONDED (SIMMONS) COMMISSIONERS CONDUCTED A PUBLIC HEARING; AND ADOPTED RESOLUTION NO. 26-476, A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SHAFTER APPROVING CONDITIONAL USE PERMIT NO. 26-156 TO PERMIT THE RETAIL SALE OF WINE FOR OFF-SITE CONSUMPTION WITH OCCASIONAL WINE TASTINGS CONDUCTED BY A LICENSED WINEGROWER (ABC TYPE 02 LICENSE DUPLICATE FILING) AT THE WONDERFUL STORE LOCATED AT 4040 7TH STANDARD ROAD, SUITE B, IN COMPLIANCE WITH CALIFORNIA ABC REGULATIONS; ADOPTED THE ABOVE FINDINGS; AND APPROVE THE PROPOSED CONDITIONS OF APPROVAL. MOTION CARRIED BY THE FOLLOWING VOTE:
AYES: CAMACHO, SANCHEZ, AND SIMMONS.
NAYS: NONE.
ABSENT: JOSHAN AND PIUSER.
ABSTENTIONS: NONE.

3. **Conditional Use Permit No. 26-157: ABC License Type 48 at Foxy Lady:** Senior Planner Cazares made introductory comments. A notice of public hearing was properly advertised.

Commissioner Sanchez opened the public hearing.

Being no members of the public wishing to speak, the public hearing was closed.

MOVED (SIMMONS) AND SECONDED (CAMACHO) COMMISSIONERS CONDUCTED A PUBLIC HEARING AND

ADOPTED RESOLUTION NO. 26-477, A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SHAFTER APPROVING CONDITIONAL USE PERMIT NO. 26-157 FOR ON-SALE GENERAL – PUBLIC PREMISES (ABC TYPE 48) LICENSE AT THE FOXY LADY AT 308 STATE AVENUE, TO ALLOW THE SALE OF BEER, WINE, AND DISTILLED SPIRITS; ADOPT THE ABOVE FINDINGS; AND APPROVED THE PROPOSED CONDITIONS OF APPROVAL. MOTION CARRIED BY THE FOLLOWING VOTE:
AYES: CAMACHO, SANCHEZ, AND SIMMONS.
NAYS: NONE.
ABSENT: JOSHAN AND PIUSER.
ABSTENTIONS: NONE.

4. **Commercial Tentative Tract Map No. 7523:** Senior Planner Cazares made introductory comments. A notice of public hearing was properly advertised.

Commissioner Sanchez opened the public hearing.

Being no members of the public wishing to speak, the public hearing was closed.

MOVED (CAMACHO) AND SECONDED (SIMMONS) COMMISSIONERS CONDUCTED A PUBLIC HEARING; AND ADOPTED RESOLUTION NO. 26-478, A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SHAFTER RECOMMENDING APPROVAL OF TENTATIVE TRACT NO. 7523, AS DEPICTED IN EXHIBIT "A" WITH CONDITIONS OF APPROVAL AS SHOWN IN EXHIBIT "B", TO THE CITY COUNCIL OF THE CITY OF SHAFTER. MOTION CARRIED BY THE FOLLOWING VOTE:
AYES: CAMACHO, SANCHEZ, AND SIMMONS.
NAYS: NONE.
ABSENT: JOSHAN AND PIUSER.
ABSTENTIONS: NONE.

MANAGEMENT REPORT:

1. **General Plan Conformity Determination – 1351 E. Ash Avenue:** Planning Director Esselman made introductory comments.

*MOVED **(SIMMONS)** AND SECONDED **(SANCHEZ)** COMMISSIONERS ADOPTED RESOLUTION NO. 26-479, A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SHAFTER, FINDING THAT THE PURCHASE OF REAL PROPERTY LOCATED AT 1351 E. ASH AVENUE (APN 089-140-13) CONFORMS WITH THE CITY OF SHAFTER GENERAL PLAN IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65402 AND FINDING THE ADOPTION OF THE RESOLUTION IN COMPLIANCE WITH CEQA REQUIREMENTS. MOTION CARRIED BY THE FOLLOWING VOTE:*
AYES: CAMACHO, SANCHEZ, AND SIMMONS.
NAYS: NONE.
ABSENT: JOSHAN AND PIUSER.
ABSTENTIONS: NONE..

COMMISSIONER REPORTS: No reports at this time.

ADJOURNMENT:

MOVED (CAMACHO) AND SECONDED (SIMMONS) COMMISSIONERS ADJOURNED THE MEETING AT 6:30 P.M. MOTION CARRIED WITH NO OPPOSITION WITH CHAIRMAN JOSHAN AND VICE CHAIRMAN PIUSER ABSENT..

_____
Lovedeep Joshan, Chairman

ATTEST:

_____
Yazmina Pallares, City Clerk

DATE: April 14, 2026

TO: Planning Commission

FROM: Planning Department

SUBJECT: General Plan Amendment No. 25-41 and Zone Change No. 25-74 (Assessor's Parcel Numbers 028-290-03 and -04)

RECOMMENDATION:

Commission conduct a public hearing; and adopt Resolution No. 26-480, a Resolution of the Planning Commission of the City of Shafter, recommending approval of General Plan Amendment No. 25-41 and Zone Change No. 25-74 to the City Council of the City of Shafter. The GPA amends the City of Shafter General Plan land use designation for one parcel (APN 028-290-03) from VLDR (Very Low Density Residential) to LDR (Low Density Residential); the other parcel (APN 028-290-04) under consideration is already designated LDR. The ZC changes the zone district under Title 17 of the Shafter Municipal Code for one parcel (APN 028-290-03) from E (Estate) to R-1 (Low Density Residential) and the other parcel (APN 028-290-04) from A (Agricultural) to R-1. Each parcel is 20.03 acres for a total of 40.06 acres under consideration, and the two parcels are located at the southwest and southeast corners of the E. Los Angeles Avenue and S. Mannel Avenue intersection.

APPLICANT
Cornerstone Engineering, LLC
5509 Young Street
Bakersfield, CA 93311

OWNER
V Lions Holding, LLC
PO Box 1200
Wasco, CA 93280

LOCATION: Southwest and southeast corners of the E. Los Angeles Avenue and S. Mannel Avenue intersection. **See Exhibit 1.**

EXISTING LAND USE:

1. On-site: The project site is vacant.
2. Off-site: The site is surrounded by future multi-family residential and existing single-family residential to the north, future single-family residential to the east, agriculture to the south, and single-family residential to the west.

PROJECT DATA:

1. General Plan Designation: The site's current land use designations are VLDR (APN 028-290-03) and LDR (APN 028-290-04). **See Exhibit 2.**
2. Zoning: The site is currently zoned E (APN 028-290-03) and A (APN 028-290-04) (Low Density Residential). **See Exhibit 3.**
3. Acreage: 40.06 acres

PROJECT ANALYSIS:

This project consists of a request for a GPA/ZC to allow for the development of low-density single-family residential on 40.06 acres located at the southwest and southeast corners of the E. Los Angeles Avenue and S. Mannel Avenue intersection. Tentative Tract Map (TTM) No. 7498 is associated with this GPA/ZC and, if the GPA/ZC is approved, the TTM would subdivide the project site to allow for the development of 176 one- and two-story single-family residential units; if the GPA/ZC is approved by the City Council, the associated TTM would be brought forward to the Planning Commission for recommendation to the City Council at a future date.

The project will be developed to City of Shafter development standards, which include onsite and offsite improvements.

Onsite improvements include, but not limited to:

- Street, sidewalk, curb and gutter
- Sewer and storm drain
- Water
- Dry utilities
- Landscape

Offsite improvements consist of the following:

- Street, sidewalk, and landscape improvements along E. Los Angeles Avenue and future S. Mannel Avenue
- Connection to existing waterline in E. Los Angeles Avenue
- Connection to the existing sewer line on E. Los Angeles Avenue and Beech Street and west of S. Mannel Avenue

GENERAL PLAN CONSISTENCY:

Staff have reviewed the proposal for consistency with the applicable objectives and policies contained within the Shafter General Plan land use element and find the following:

2.5 Residential Uses

Objective: Provide a variety of housing types suitable to a broad range of socioeconomic groups and a residential environment that enhances residents' quality of life and reinforces those characteristics of a rural, small town that make Shafter a desirable place to live.

The project is consistent with this objective because it helps provide a variety of housing types suitable for a broad range of socioeconomic groups. The project is

consistent with the surrounding land uses, including existing single-family residential within the vicinity of the project, and therefore is consistent with the existing residential environment that enhances residents' quality of life and reinforces those characteristics of a rural, small town that make Shafter a desirable place to live.

Policy 2: Maintain and promote suburban density, single-family areas that will accommodate a range of densities from small lot subdivisions in a planned community setting to traditional subdivisions to large lot equestrian-oriented developments.

The project is consistent with this policy because the project promotes suburban density, single-family areas that accommodates a traditional subdivision.

NOTICING:

As required by Senate Bill 18, all general plan amendments require consultation with California Native American tribes. Staff requested a tribal consultation list from the Native American Heritage Commission, and Staff received a list with eight tribal contacts. Staff provided a letter dated December 27, 2024 to each contact on the list. No tribal contacts returned any responses or requested any further consultation.

Public notice for the proposed project and environmental determination were also advertised in The Shafter Press. All property owners within 300 feet of the project site and all residents within Tract 6460 (were notified by United States Postal Service mail regarding this public hearing.

CEQA:

Based upon an initial study, Staff has determined that the project, with mitigation measures, would not have a significant effect on the environment. Therefore, a Mitigated Negative Declaration (MND) (State Clearinghouse No. 2026020740) was prepared for this project in accordance with the California Environmental Quality Act (CEQA). The MND was circulated for a 30-day public and agency review period from February 20, 2026 to March 23, 2026. The MND is provided as **Exhibit 4**.

Comments Received: The following comments were received by staff during the public review period for the MND.

- Dave Kereazis, California Department of Toxic Substance Control (February 24, 2026) – The commenter provides general guidance regarding contaminants of concern and remediation, soil/fill testing and remediation, and possible need to perform an Environmental Site Assessment and perform soil testing.

Response: The comments have been noted for the record and have been forwarded to the applicant.

- Kaylee Schoenheide, Kern County Fire Department (March 2, 2026) – The commenter commented that project construction would require fire water flowing

a minimum 1,500 gallons per minute for two hours with 20 pounds per square inch residual, all fire access roads fire access roads to each parcel must meet specifications set forth in Section 503.2 of the California Fire Code and the applicable Appendix and Ordinance sections, and all new residential construction will require automatic fire sprinklers and shall meet all other fire requirements of the California Fire Code.

Response: The comments have been noted for the record and have been forwarded to the applicant.

- Emilio Flores, California Department of Conservation, Geologic Energy Management Division (CalGEM) (March 3, 2026) – The commenter provides general guidance and regulation synopses regarding oil, gas, and geothermal wells and access to such wells, including guidance on leakage testing, re-abandonment protocols, Notice of Intent requirements need for prior approvals from CalGEM for abandoning or re-abandoning wells, county recorder notification requirements if there are wells, and contaminated soil disposal requirements.

Response: The comments have been noted for the record and have been forwarded to the applicant. No known oil or gas resources have been identified in or extracted from the project site.

- Daniel Martinez, San Joaquin Valley Air Pollution Control District (March 5, 2026) – The commenter states that the project site is within an Assembly Bill 617 area, requests that the project use the cleanest available off-road construction equipment and recommends further quantitative analysis for potential impacts to sensitive receptors because of the project. The commenter also recommends the performance of a Health Risk Assessment, assessing the feasibility of incorporating vegetative barrier and urban greening into project design, using clean lawn and garden equipment in the community, and developing onsite solar. Finally, the commenter provides a summary of SJVAPCD rules and regulations that could be applicable to the project.

Response: The comments have been noted for the record. City staff conclude that the air quality analysis is sufficient for purposes of environmentally clearing a single-family residential project adjacent to existing urban uses and that SJVAPCD's recommendations for further analysis are not warranted. Solar installation is now mandatory in California for new housing. The project is required to comply with all applicable SJVAPCD rules and regulations.

- Monique Wilber, California Department of Conservation, Division of Land Resource Protection (March 16, 2026) – The commenter state that protection of the state's agricultural land resources is part of the Division's mission. The commenter provided comments that the conversion of agricultural lands as part of the project represents a permanent reduction and impact to farmland. The

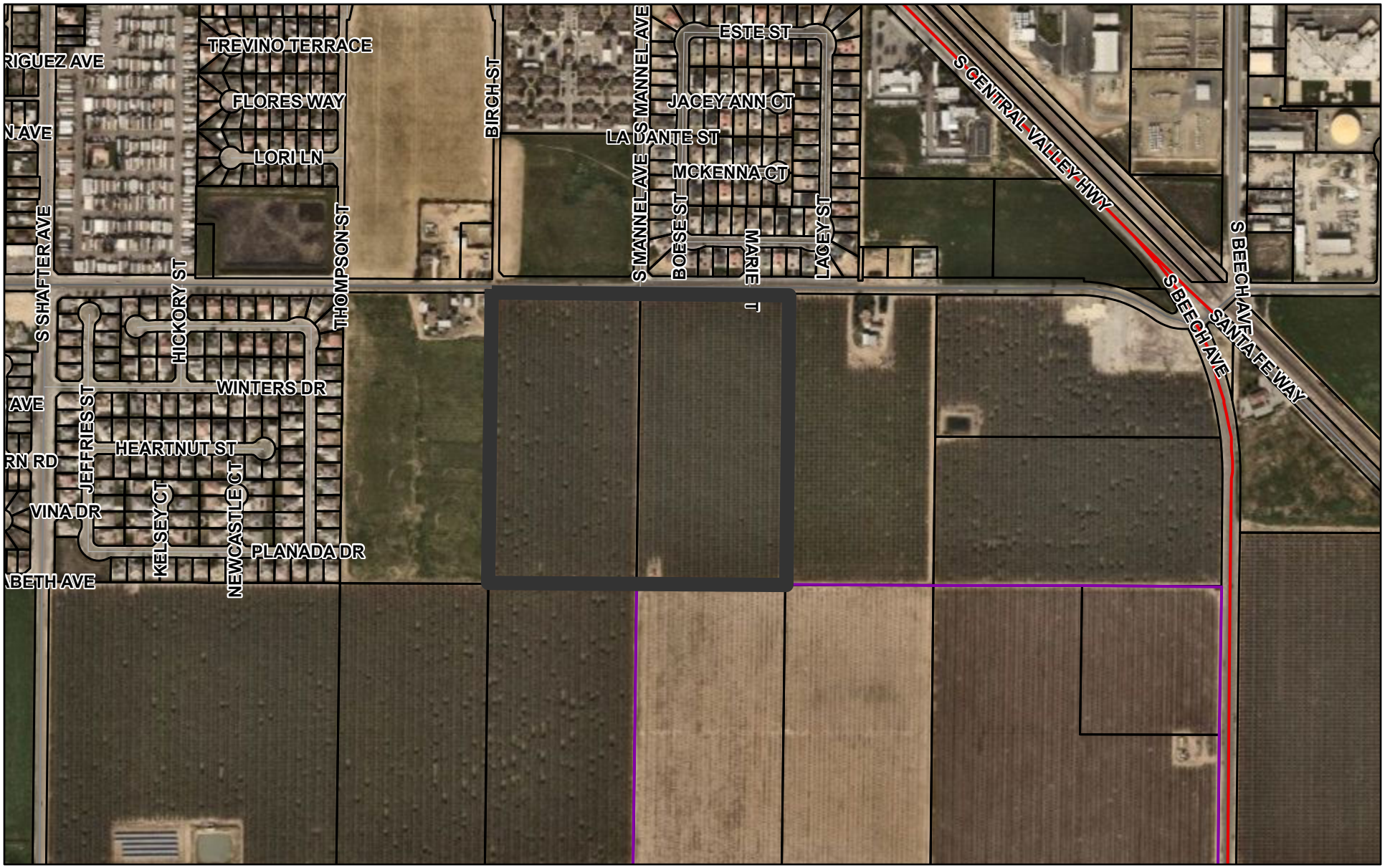
commenter advises that the environmental review address mitigation for the loss or conversion of agricultural land, and that an agricultural conservation easement is one potential method for mitigating loss or conversion of agricultural land.

Response: The comments have been noted for the record and have been forwarded to the applicant.

The State CEQA Guidelines have been followed in the evaluation of the environmental effects of this project. Significant environmental impacts were not identified with the project proposal. Therefore, a MND was prepared for the project. Compliance with the mitigation measures in the MND, local ordinances, state laws, and construction to the standards of the California Building Codes, Shafter's Engineering Design Manual, Shafter Zoning Ordinance would reduce impacts to a less-than-significant level.

ATTACHMENTS	**EXHIBIT**
Vicinity Map	1
Existing General Plan Land Use Map	2
Existing Zone District Map	3
Mitigated Negative Declaration	4
Resolution No. 26-480	5

Exhibit 1 - Vicinity Map



3/26/2026, 3:50:42 PM

Parcels 2025 July 24

Site

Shafter City Limits

Road Centerlines

Arterial

Collector

Highway

Local

1:9,028

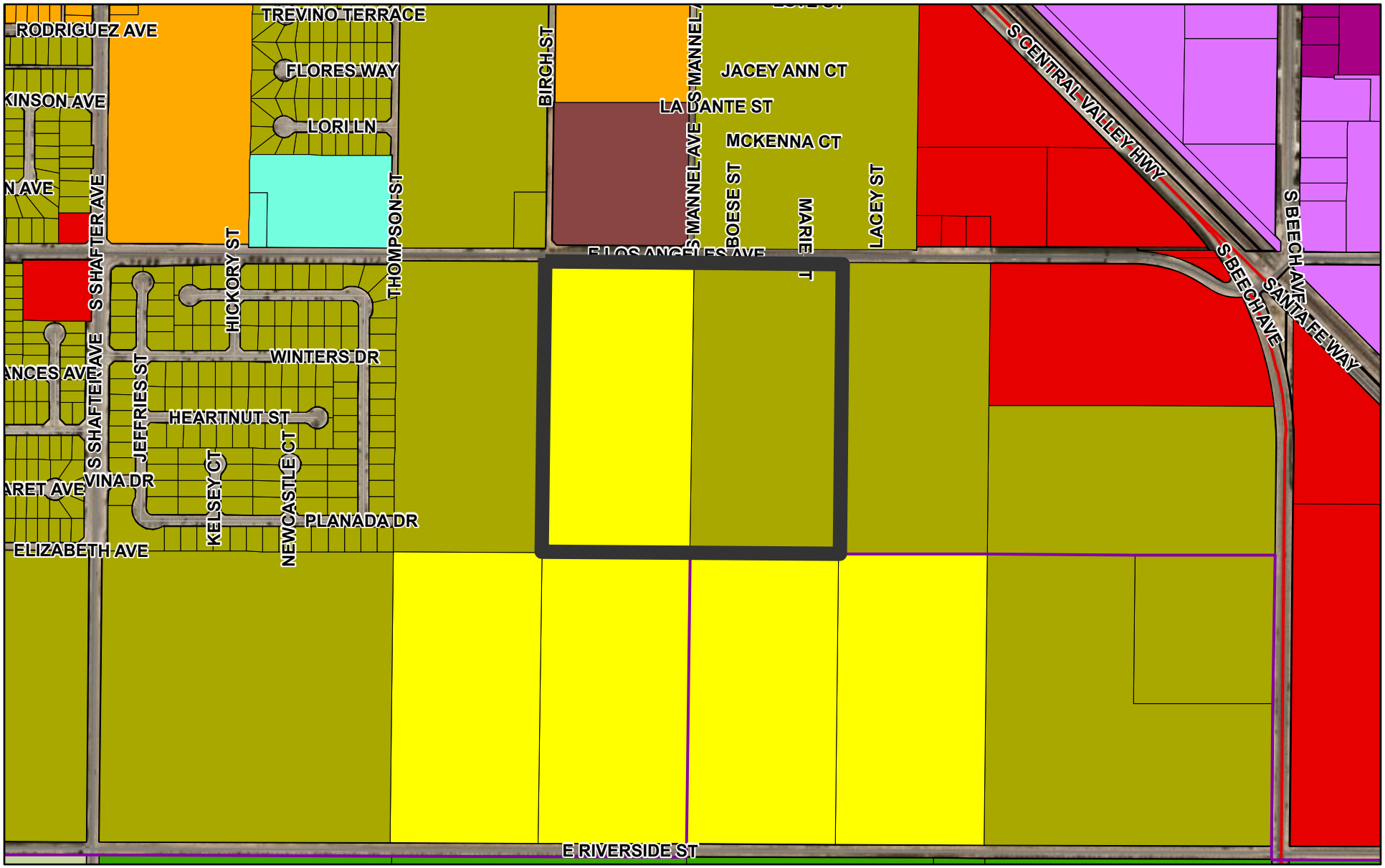
0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

City of Shafter

City of Shafter | Source: U.S. Census Bureau | County of Kern Planning Department, Bakersfield, California. | Kern County Assessor's Office, Mapping Section

Exhibit 2 - Existing General Plan Land Use Map



3/26/2026, 4:03:21 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Parcels 2025 July 24
Site
Shafter City Limits

General Plan
Agriculture - Open Space
Business Park
Canal - Right of Way
Commercial - Professional Office
Community Facilities
Industrial
Low Density Residential
Medium Density Residential
Medium High Density Residential
Rural Community
Very Low Density Residential

Highway
Local

Road Centerlines
Arterial
Collector

City of Shafter

City of Shafter | Source: U.S. Census Bureau | County of Kern Planning Department, Bakersfield, California. | Kern County Assessor's Office, Mapping Section

Exhibit 3 - Existing Zone District Map



3/26/2026, 4:09:14 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Parcels 2025 July 24
Site
Shafter City Limits

Road Centerlines
Arterial
Collector
Highway
Local

Zoning Classifications
Agricultural
Business Park
Community Facilities
Estate
General Commercial
Industrial
Low Density Residential
Medium Density Residential
Medium-High Density Residential
Not Designated

City of Shafter

City of Shafter | Source: U.S. Census Bureau | County of Kern Planning Department, Bakersfield, California. | Kern County Assessor's Office, Mapping Section

February 20, 2026

CITY OF SHAFTER, CALIFORNIA

Mitigated Negative Declaration

General Plan Amendment No. 25-41, Zone Change No. 25-74 and Tentative Tract Map No. 7498

(APNs 028-290-03 and 028-290-04)

City of Shafter
336 Pacific Avenue
Shafter, CA 93263

CONTENTS

MITIGATED NEGATIVE DECLARATION 4

Mitigation Measures 4

Air Quality Impact Mitigation Measures 4

Biological Resources Impact Mitigation Measures 5

Cultural Resources Impact Mitigation Measures 7

Geology and Soils Impact Mitigation Measures 8

Greenhouse Gas Emissions Impact Mitigation Measures 8

INITIAL STUDY CHECKLIST (CEQA APPENDIX G: ENVIRONMENTAL CHECKLIST FORM) 9

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED 12

Determination 12

EVALUATION OF ENVIRONMENTAL IMPACTS 13

ENVIRONMENTAL ISSUE 15

Aesthetics 15

Evaluation of Environmental Effects 15

Agriculture and Forestry Resources 17

Evaluation of Environmental Effects 17

Air Quality 20

Evaluation of Environmental Effects 20

Biological Resources 25

Evaluation of Environmental Effects 25

Cultural Resources 28

Evaluation of Environmental Effects 28

Energy 29

Evaluation of Environmental Effects 29

Geology and Soils 30

Evaluation of Environmental Effects 30

Greenhouse Gas Emissions 35

Evaluation of Environmental Effects 35

Hazards and Hazardous Materials 37

Evaluation of Environmental Effects 38
Hydrology and Water Quality 40
Evaluation of Environmental Effects 40
Land Use and Planning 45
Evaluation of Environmental Effects 45
Mineral Resources 46
Evaluation of Environmental Effects 46
Noise 47
Evaluation of Environmental Effects 47
Population and Housing 49
Evaluation of Environmental Effects 49
Public Services 50
Evaluation of Environmental Effects 50
Recreation 52
Evaluation of Environmental Effects 52
Transportation/Traffic 53
Evaluation of Environmental Effects 53
Tribal Cultural Resources 55
Evaluation of Environmental Effects 55
Utilities and Service Systems 56
Evaluation of Environmental Effects 56
Wildfires 59
Evaluation of Environmental Effects 59
Mandatory Findings of Significance 61
Evaluation of Environmental Effects 61
BIBLIOGRAPHY 63

CITY OF SHAFTER

MITIGATED NEGATIVE DECLARATION

The City of Shafter (City) has completed a California Environmental Quality Act (CEQA) Initial Study (attached) of the possible environmental effects of the following-described project and has determined that a Mitigated Negative Declaration is appropriate. It has been found that the proposed project, as described and proposed to be mitigated (if required), would not have a significant effect on the environment. This determination has been made according to California Environmental Quality Act (CEQA) and the State CEQA Guidelines.

Project Title: General Plan Amendment No. 25-41, Zone Change No. 25-74 and Tentative Tract Map No. 7498 (APN's 028-290-03 & 028-290-04)

Comment Period Begins: February 20, 2026

Comment Period Ends: March 23, 2026

Mitigation Measures

Mitigation Measures (included in the proposed project to avoid potentially significant effects) are as follows. See **Attachment A** to the Initial Study for Mitigation Monitoring and Reporting Program.

Air Quality Impact Mitigation Measures

AIR-1 Prior to grading plan approval, the applicant/developer shall submit documentation to the Planning Department that they will/have met all air quality control measures, design features, and rules required by the San Joaquin Valley Air Pollution Control District, including but not limited to the following:

To minimize Fugitive Dust during grading and construction, the applicant will comply with the following:

- All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with a tarp or other suitable cover, or vegetative ground cover.
- All onsite unpaved roads and offsite-unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.

- All land clearing, grubbing, scraping, excavation, land leveling, grading, cut-and-fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
- When materials are transported offsite, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained. No material is expected to be transported offsite.
- All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden.)
- Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.

Diesel Particulate Matter: during construction, the applicant will comply with the following design features:

- Properly and routinely maintain all construction equipment, as recommended by manufacturer manuals, to control exhaust emissions.
- Shut down equipment when not in use for extended periods of time to reduce emissions associated with idling engines.
- Encourage ride sharing and use of transit transportation for construction employee commuting to the project sites.
- Use electric equipment for construction whenever possible in lieu of fossil fuel-fired equipment.

AIR-2 Prior to Tentative Tract Map No. 7498 approval, the applicant/developer shall submit proof to the Planning Department that the project has complied with the San Joaquin Valley Air Pollution Control District's Indirect Source Rule (Rule 9510).

<u>Biological Resources Impact Mitigation Measures</u>

BIO-1 San Joaquin Kit Fox (*Vulpes macrotis mutica*)

Prior to ground disturbance, a pre-construction survey must be conducted 14 - 30 days within the Project Area and a 500-foot buffer to identify active or potential San Joaquin kit fox dens.

- If potential kit fox dens are observed within the Project Area, a 50-foot avoidance buffer should be implemented. If construction activities require the destruction of a potential den, then den monitoring shall be conducted by a qualified biologist for a minimum of 4 consecutive nights following the protocols set forth in the *U.S.*

Fish and Wildlife Service Standardized Recommendations for the Protection of the Endangered

San Joaquin Kit Fox Prior to or During Ground Disturbance (USFWS 2011). Known dens shall require an avoidance buffer of at least 100 feet. If a known den cannot be avoided, it shall be left undisturbed, and the monitoring biologist shall be contacted immediately. Natal dens found within the Project Area or within a 500-buffer surrounding the Project Area should be avoided and the USFWS and CDFW shall be contacted.

- To prevent the entrapment of a San Joaquin kit fox or other wildlife, all steep walled, open trenches greater than 2 feet in depth should be covered at the end of each day. If covering an open excavation is not feasible, escape ramps made of earthen material or wooden planks at a 1:1- slope (45-degree angle) should be implemented. Trenches should be inspected in the morning prior to commencing work activities and prior to backfilling. If a San Joaquin kit fox or any other special- status species is found within the excavation, the monitoring biologist shall be contacted immediately. At no time should any personnel attempt to handle, corral, remove, or otherwise interact with the animal.

BIO-2 Swainson's Hawk (*Buteo swainsoni*)

If construction activities are to take place during the nesting season (February - August), a preconstruction survey will be conducted 14 - 30 days prior to ground disturbing activities within the Project Area and a 500-foot buffer to identify individual Swainson's hawk's and active nests. This survey can be conducted concurrently with the San Joaquin kit fox pre-construction survey described above, depending on the timing of the pre- construction survey.

If any active Swainson's hawk nest is found during the pre-construction survey, a qualified biologist will prescribe an appropriate buffer zone surrounding the nest and a plan to be implemented to prevent disruption of nesting activities. If nest disruption is not possible, CDFW should be contacted for guidance.

BIO-3 Tricolored blackbird (*Agelaius tricolor*)

If construction activities are to take place during the nesting season for tricolored blackbird (February - May), a pre-construction survey will be conducted 14 - 30 days prior to ground disturbing activities within the Project Area and a 500-foot buffer to identify individual tricolored blackbirds and active nests. This survey can be conducted concurrently with the San Joaquin kit fox pre-construction survey described above, depending on the timing of the preconstruction survey.

If any active tricolored blackbird nest sites are found during the pre-construction survey, a qualified biologist will prescribe an appropriate buffer zone surrounding the nest site and a plan to be implemented to prevent disruption of nesting activities, the nest site and a plan to be implemented to prevent disruption of nesting activities.

BIO-4 Other Migratory Birds

Other migratory birds may use the proposed Project Site or surrounding lands for feeding, nesting, and roosting. In compliance with Sections 3503 and 3503.5 of the California Fish and Game Code and the Migratory Bird Treaty Act, if construction activities are to occur during the nesting and breeding season (February 1 through August 31), a qualified biologist shall determine the presence of any native bird and raptor nests prior to construction activities. If any nests are identified, appropriate buffer zones will be established around any identified nests to prevent disruption of nesting. If an adequate buffer zone cannot be established around any active nest, CDFW and USFWS will be contacted for guidance.

BIO-5 General Wildlife Avoidance Measures

To further ensure no special-status species are impacted by the project, the project will comply with the following general wildlife avoidance measures during the construction period.

- All vehicles should implement a maximum 10 mph speed limit within the Project Area or adhere to the posted speed limit.
- To avoid the entrapment of any animal, all excavations greater than 2 feet should be backfilled by the end of day. If backfilling by the end of day is not possible, excavations should be covered in a way to prevent wildlife species from entering the excavation. If excavations cannot be covered, an earthen escape ramp or a ramp constructed of wooden planks should be implemented inside the excavation at a 1:1 slope (45 degrees). If any wildlife is found entrapped inside an open excavation, the biologist should be contacted immediately. All pipes, culverts, or similar structures staged onsite should be capped in a way to prevent the entry of wildlife. Such structures should be checked prior to moving to ensure no wildlife is entrapped inside.
- All food-related trash items including wrappers, cans, bottles, and scraps should be disposed of in a securely closed container and removed from the site at the end of each day.
- No firearms or pets should be allowed onsite.

  Any protected wildlife species that may venture onsite should be allowed to leave the site of their own accord. No attempt to handle or otherwise engage with the animal should be made. If after a reasonable amount of time the animal does not leave the Project Site, the biologist should be contacted.

<u>Cultural Resources Impact Mitigation Measures</u>

CUL-1 If prehistoric or historic-era cultural materials are encountered during construction activities, all work in the immediate vicinity of the find shall halt until a qualified archaeologist can evaluate

the find and make recommendations. Cultural resource materials may include prehistoric resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the qualified archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations may be required to mitigate adverse impacts from project implementation. These additional studies may include avoidance, testing, and evaluation or data recovery excavation.

CUL-2 If human remains are discovered during construction or operational activities, further excavation or disturbance shall be prohibited pursuant to Section 7050.5 of the California Health and Safety Code. The specific protocol, guidelines, and channels of communication outlined by the Native American Heritage Commission, in accordance with Section 7050.5 of the Health and Safety Code, Section 5097.98 of the Public Resources Code (Chapter 1492, Statutes of 1982, Senate Bill 297), and Senate Bill 447 (Chapter 44, Statutes of 1987), shall be followed. Section 7050.5(c) shall guide the potential Native American involvement, in the event of discovery of human remains, at the direction of the county coroner.

CUL-3 If any paleontological resources are encountered during ground disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources, can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or other appropriate facility regarding any discoveries of paleontological resources.

<u>Geological and Soils Impact Mitigation Measures</u>

GEO-1 If any paleontological resources are encountered during ground disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources, can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County.

<u>Greenhouse Gas Emissions Impact Mitigation Measures</u>

GHG-1 Prior to the issuance of building permits, the applicant/developer shall provide proof to the Planning Department that the project scores a minimum of 29 points using the San Joaquin Valley Air Pollution Control District (SJVAPCD) Greenhouse Gas Emission Reduction Best Performance Standard (BPS) Measures for Development Projects.

Transportation/Traffic Impact Mitigation Measures

TRA-1 Prior to issuance of building permits, the applicant/developer shall either pay or bond for 8.7% of the cost, as determined by the City Engineer, for a future signal at the Shafter Avenue and E. Los Angeles Street intersection.

INITIAL STUDY CHECKLIST
(CEQA APPENDIX G: ENVIRONMENTAL CHECKLIST FORM)

1. Project title: General Plan Amendment No. 25-41, Zone Change No. 25-74 and Tentative Tract Map No. 7498

2. Lead agency name and address: City of Shafter
336 Pacific Avenue
Shafter, CA 93263

3. Contact person and phone number: Steve Esselman
Planning Director
661-746-5002

4. Project location: Approximately 2,000 feet west of South Central Valley Highway, along East Los Angeles Ave and (future) South Mannel Avenue intersection in west Shafter (**Figure 1**: Regional Project Location, **Figure 2**: Aerial Overview)

5. Project sponsor's name and address: V Lions Holdings, LLC
P.O. Box 1200
Wasco, CA 93280

6. General plan designation: LDR (Low-Density Residential) and Very Low Density Residential (**Figure 3**: General Plan Land Use)

7. Zoning: Estate (E) and Agricultural (A) (**Figure 4**: Zoning)

8. Description of project (describe the whole action involved, including but not limited to later phases of the project, and any secondary support, or off-site features necessary for its implementation):

This project consists of a request for a General Plan Amendment (GPA) and a Zone Change (ZC) to allow the development of a low-density residential development of 176 single-family residential units. The development will include one- and two-story buildings on an approximately 40-acre site located approximately 2,000 feet west of S. Central Valley Highway, along East Los Angeles Avenue and South Mannel Avenue intersection in west

Shafter (APN's 028-290-03 and -04) (**Figure 5:** TTM 7498). The residential development was assessed as if it would be developed and constructed in four (4) phases over a 4-year period beginning in 2026.

The project site is located within Section 15, Township 28 South, Range 25 East, Mount Diablo Base & Meridian. The project site lies within the Rio Bravo USGS 7.5-minute topographic quadrangle.

The project will be developed to City of Shafter development standards which include onsite and offsite improvements.

Onsite improvements include, but not limited to:

- Street, sidewalk, curb and gutter
- Sewer and storm drain
- Water
- Dry utilities
- Landscape

Offsite improvements consist of the following:

- Street, sidewalk and landscape improvements along East Los Angeles Avenue and future South Mannel Avenue
- Connection to existing water line in East Los Angeles Avenue
- Connection to the existing sewer line on East Los Angeles Avenue and Beech Street and west of South Mannel Avenue

9. Surrounding land uses and setting:

The proposed project site is currently agricultural land and is bounded by East Los Angeles Avenue and surrounded by residential and agricultural uses to the north, east, south and west as further described:

- North: Vacant and residential, zoned multi-family and low-density residential
- East: Agricultural, zoned low density residential
- South: Vacant land, zoned agricultural and residential estate
- West: Scattered residential uses, zoned residential estate

10. Other public agencies whose approval is expected to be required (e.g., permits, financing approval, or participation agreement):

- City of Shafter—CEQA Mitigated Negative Declaration consideration and adoption
- City of Shafter—General Plan Amendment approval
- City of Shafter—Zone Change approval
- City of Shafter—Grading permit
- City of Shafter – Improvement plans

- City of Shafter—Building permits
- City of Shafter—Tentative Tract Map approval
- City of Shafter—Potable water and sewer will-serve letters
- San Joaquin Valley Air Pollution Control District—Indirect Source Rule compliance
- State Water Resources Control Board—National Pollutant Discharge Elimination System General Permit

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

    No, California Native American tribes traditionally and culturally affiliated with the project area have not requested consultation.

    Note: A records search was requested from the Native American Heritage Commission (NAHC) on November 25, 2024 by Hudlow Consultants. The NAHC responded with a letter on 12/5/24 stating the results of the search were negative. A list of eight (8) Federal and Non-Federal Tribes was provided, and individual requests were sent by Hudlow on December 27, 2024. Per SB 18 guidelines, no responses were received by the January 24, 2025. See Hudlow's Phase 1 Cultural Resource Survey, dated January 2025.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist in the following pages:

□ Aesthetics	□ Agricultural/Forestry Resources	□ Air Quality
□ Biological Resources	□ Cultural Resources	□ Energy
□ Geology/Soils	□ Greenhouse Gas Emissions	□ Hazards/Haz. Mat.
□ Hydrology/Water Quality	□ Land Use/Planning	□ Mineral Resources
□ Noise	□ Population/Housing	□ Public Services
□ Recreation	□ Transportation	□ Tribal Cultural Res.
□ Utilities/Service Systems	□ Wildfire	□ Mandatory Findings

Determination

On the basis of this initial evaluation:

- □ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION would be prepared.
- ■ I find that although the proposed project could have a significant effect on the environment, there would not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION would be prepared.
- □ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- □ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect has been 1) adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) addressed by mitigation measures based on the earlier analysis as described on the attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- □ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable legal standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Steve Esselman, Planning Director

February 20, 2026

Date

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
    a) Earlier Analysis Used. Identify and state where they are available for review.
    b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
    c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
    a) the significance criteria or threshold, if any, used to evaluate each question; and
    b) the mitigation measure identified, if any, to reduce the impact to less than significance.

ENVIRONMENTAL ISSUE

Aesthetics

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	■	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	■
c) In non-urbanized areas, substantially degrade the existing visual character or quality of project views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with the applicable zoning or other regulations governing scenic quality?	☐	☐	■	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	■	☐

Evaluation of Environmental Effects

a) Less than significant impact. The proposed project consists of 176 single-family units on an approximately 40-acre site. The site is located on undeveloped land with Very Low-Density Residential (VLDR) and Low-Density Residential (LDR) land use designations and Estate (E) and Agricultural (A) zoning classifications. The project is requesting a GPA and ZC, which would allow for the proposed project. There are residential uses to the north, and west, and agricultural uses to the south and east of the project site.

According to the City of Shafter General Plan, the site is not within or in the vicinity of an identified scenic vista, and no known aesthetic resources exist on or near the site. The project does not lie near or within a State Designated or Eligible State Scenic Highway (Caltrans 2025). Furthermore, development of the project would not block or preclude views to any area containing important or what would be considered visually appealing landforms. The project does not include the removal of trees that are determined to be scenic or of scenic value, the destruction of rock outcroppings or degradation of any historic building(s). Therefore, the project would not have a substantial adverse effect on a scenic vista.

b) No impact. Please see response to a. above. Therefore, the project would not substantially damage scenic resources, including, but not limited to, trees, rock outcrops, and historic buildings within a state scenic highway.

c) Less than significant impact. The project is surrounded by residential uses to the north, and west and agricultural uses to the south and east. The project would be visible from passing motorists and the surrounding residences. The proposed project includes a request for a GPA and ZC to develop one- and two-story residential buildings consisting of 176 units, which is consistent with the surrounding land use designations. The parcels located to the north of the project site are Medium High Density Residential and Low-Density Residential, therefore, changes to the visual quality and character of the project site would be compatible with the existing residential uses and adhere to similar residential uses in the surrounding areas. Given that the project is requesting a GPA and ZC, the project would not substantially degrade the existing visual character or quality of the site and its surroundings in a non-urban area or conflict with the applicable zoning or other regulations governing scenic quality in an urban area.

d) Less than significant impact. The residential development was assessed as if it would be developed and constructed in four (4) phases over a four-year period beginning in 2026. The first year of operation (Phase 1 of Tract No. 7498) is expected to begin in 2027. Shafter Municipal Code (Section 8.24.030 – Construction Work) limits construction noise between the hours of 7 am and 7 pm. It follows that construction activity will occur during daylight hours and that lighting or glare associated with construction activities would not be a factor. Increased truck traffic and the transport of construction materials to the project site would temporarily increase glare conditions during construction. However, this increase in glare would be minimal. Construction materials delivery would focus on specific areas on the sites, and any sources of glare would not be stationary for a prolonged period.

When occupied and construction complete, street lighting would be in place that complies with City of Shafter standards. Similarly, landscape lighting and residential lighting would comply with city standards so as not to create a light glare nuisance.

Therefore, the project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

Agriculture and Forestry Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	□	□	■	□
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	□	□	□	■
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	□	□	□	■
d) Result in the loss of forestland or conversion of forest land to non-forest use?	□	□	□	■
e) Involve other changes in the existing environment which, due to their location or nature, could result in the conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	□	□	■	□

Evaluation of Environmental Effects

Farmland Conversion Study was prepared for APN 028-290-04 by Cornerstone Engineering Inc. dated October 2025, included as **Attachment C.**

a) Less than significant impact. The 40-acre site (APNs 028-290-03 and -04) currently has Very Low-Density Residential (VLDR) and Low-Density Residential (LDR) land use designations and

Estate (E) and Agricultural (A) zoning classifications. The project is requesting a GPA and ZC, which would allow for the proposed project; the proposed General Plan land use designation is Low Density Residential (LDR) and the proposed zoning classification is Low-Density Residential (R-1) for the 40-acre site. The project site is surrounded by existing and proposed residential uses to the north and existing agricultural uses to the south, west and east.

CEQA uses the California Department of Conservation Division of Land Resource Protection's Farmland Mapping Project categories of "Prime Farmland," "Farmland of Statewide Importance," and "Unique Farmland" to define "agricultural land" for the purposes of assessing environmental impacts (Public Resources Code Section 21060.1[a]).

One of the two parcels (APN 208-290-04) that comprise the 40-acre project site is designated "Prime Farmland." Therefore, implementation of the proposed project would result in a loss of approximately 20 +/- acres of soil considered prime farmland soil as confirmed by maps provided by the Farmland Mapping Project. According to the Farmland Conversion Study (see **Attachment C**) prepared for the GPA/ZC, a California Agricultural Land Evaluation and Site Assessment (LESA) model was performed for the project to determine whether the project would result in a significant conversion of agricultural lands. The results of the model determined that the project would not result in a significant environmental impact resulting from the conversion of "Prime Farmland" to non-agricultural uses.

This project site does not meet the requirements for Farmland of Statewide Importance category or Unique Farmland. Farmland of Local Importance may be important to the local economy due to its productivity. This may include a local advisory committee set up by the Soil Conservation Service in each county to initially identify farmland of local importance. Kern County has determined that there will be no farmland of Local Importance in Kern County.

Therefore, the project would not significantly convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use.

b) No impact. The project is surrounded by residential zones on all but the southeast corner. The proposed project includes a request for a GPA and ZC to develop single-family residential consisting of 176 units which is consistent with the surrounding land use designations. Neither the project site nor the parcels adjacent to its boundary are subject to Williamson Act contracts (see **Attachment C**). Therefore, the project would not conflict with existing zoning for agricultural use or a Williamson Act contract.

c) No impact. The Public Resources Code Section 12220 (g) and Section 4526 defines "forest land" as land that can support 10% native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources,

including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits. There are no forest lands identified on the project site or within its vicinity. Therefore, the project would not conflict with existing zoning for, or cause rezoning of forest land or timberland, or timberland zoned Timberland Production.

d) No impact. Please see response to c. above. Therefore, the project would not result in the loss of forestland or conversion of forest land to non-forest.

e) Less than significant impact. Please see responses to a. through d. above. Therefore, the project would not involve other changes in the existing environment, which, due to their location or nature, could result in conversion of farmland to non-agricultural use or conversion of forest land to non-forest use.

Air Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	■	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	■	☐	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	■	☐	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial amount of people?	☐	☐	■	☐

Evaluation of Environmental Effects

Air Quality Impact Analysis (including Greenhouse Gas Study) was prepared by EnviroTech Consultants for the project, and is included as **Attachment D**.

a) Less than significant impact. The project is located within the City of Shafter and is in the San Joaquin Valley Air Basin (SJVAB). This SJVAB is under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD) with jurisdiction, and emissions from the project would include both on-site and off-site construction-related sources. The Air Quality Impact Analysis was prepared using methods described in the San Joaquin Valley Unified Air Pollution Control District's (SJVUAPCD's) guide for Assessing and Mitigating Air Quality Impacts (GAMAQI), March 19, 2015 Revision.

The project's annual construction emissions are compared with the SJVAPCD criteria pollutant thresholds of significance and the daily construction emissions are compared with the District's Ambient Air Quality Analysis Screening Levels. As shown in the tables below, the project did not exceed the screening thresholds. Therefore, the project would not conflict with or obstruct implementation of the applicable air quality plan.

As shown in the table below, the SJVAPCD has established specific criteria pollutants thresholds of significance which are the six air pollutants analyzed for this project.

Significance Thresholds for Criteria Pollutants			
Pollutant/Precursor	Construction Emission Emissions (Tons/year)	Operational Emissions	
		Permitted Equipment and Activities Emissions (tons/year)	Non-Permitted Equipment and Activities Emissions (tons/year)
CO	100	100	100
NO_x	10	10	10
VOC	10	10	10
SO_x	27	27	27
PM_{10}	15	15	15
$PM_{2.5}$	15	15	15

EnviroTech Consultants, 2025.

Emissions from construction would result from fuel combustion and exhaust from equipment as well as vehicle traffic, grading, and the handling of materials (e.g., lubricants). The implementation of the proposed project would generate short-term increases in the air emissions from construction activities that would occur because of the proposed project. The following table provides the estimated annual construction emissions resulting from of the project.

Annual Short-Term Construction Air Quality Emissions - After Mitigation							
Source	**Pollutant (Ton/Year)**						
	VOC	**NOx**	**CO**	**PM10**	**PM2.5**	**SOx**	**CO2e**
2026	0.27	2.28	2.70	0.40	0.21	0.01	541
2027	0.16	1.32	2.00	0.12	0.06	0.01	395
2028	0.16	1.25	2.00	0.12	0.06	0.01	394
2029	4.05	0.49	0.80	0.04	0.02	0.01	140
SJVUAPCD Threshold	10	10	100	15	15	27	NA
Highest Year	**4.05**	**2.28**	**2.7**	**0.4**	**0.21**	**0.01**	**541**
Exceeds Threshold (?)	**No**	**No**	**No**	**No**	**No**	**No**	**NA**
Notes:	VOC = Reactive organic gases CO = Carbon Monoxide NOx = Nitrogen Oxide PM10 = Particulate Matter <10 Microns PM2.5 = Particulate Matter <2.5 Microns SOx = Sulfur Oxides NA = Not Applicable Refer to exhibits for a printout of the computer model used in this analysis.						

EnviroTech Consultants, 2025.

[1] Maximum annual emission includes both on-site and off-site emissions

This table shows the project's annual construction emissions will be below the applicable SJVUAPCD criteria air pollutant significance thresholds levels.

The project would also result in long-term emissions including both on-site and off-site emissions. The proposed project's long-term operations emissions are generated from energy consumption relating to heating and cooling, landscape maintenance, and consumer products, as well as from water use and waste generation, and mobile sources (resident vehicles) emissions. Most of these long-term emission impacts are from mobile sources traveling to and from the project area.

The predicted emissions associated with vehicular traffic (mobile sources) are not subject to the SJVUAPCD's permit requirements. However, the SJVUAPCD is responsible for overseeing efforts to improve air quality within the SJVAB. The SJVUAPCD reviews land use changes to evaluate the potential impact on air quality. The SJVUAPCD has established a CEQA significance level for criteria pollutants as shown in the Significance Thresholds for Criteria Pollutants table.

Operational emissions have been estimated using the CalEEMod 2022.1.1.9 computer model. CalEEMod predicts operational emissions of CO, VOC, NOx, SOx, PM10, PM2.5 and CO2e associated with new or modified land uses. CalEEMod modeling results are summarized in the Table below.

Annual Long-term Operational Emissions							
Source	Pollutant (Tons/year)						
	VOC	NOx	CO	PM10	PM2.5	SOx	CO2e
2028	6.44	1.15	7.49	1.62	0.44	0.02	2,237
SJVUAPCD Threshold	10	10	100	15	15	27	NA
Is threshold exceeded after mitigation?	No	No	No	No	No	No	NA

EnviroTech Consultants, 2025.

As shown in the above tables, the annual and daily long-term operational emissions are also not predicted to exceed SJVAPCD significance thresholds levels. Given that the project's short-term construction impact on regional air resources will not exceed SJVAPCD significance thresholds levels, the project would not conflict with or obstruct implementation of the applicable air quality plan. The highest operational emissions occur in 2028, the first year after the development's construction has been completed. Therefore, the project's long-term operation impact on regional air resources will be less than significant.

b) Less than significant impact with mitigation incorporated. Under GAMAQI (SJVAPCD 2015)[1], any project that would have individually significant air quality impacts would also be considered to have significant cumulative air quality impacts. Impacts of local pollutants are cumulatively significant when the combined emissions from the project and other planned projects exceed air quality standards. These amounts are not individually considerable because emissions within the SJVAB will be essentially the same regardless of whether the proposed project is built. According to EnviroTech's analysis, regionally the SJVAB has annual

[1] https://www.valleyair.org/media/g4nl3p0g/gamaqi.pdf

VOC emissions of 302,200 tons and annual NOx emissions of 223,800 tons from all sources. The proposed project represents approximately 0.002% of the VOC and 0.003% of the NOx emissions in the SJVAPCD.

This project does not pose a significant increase to estimated cumulative emissions for criteria pollutants in nonattainment within Kern County and the greater SJVAB. The project's regional contribution to cumulative impacts would be negligible (well less than 1% for all pollutants under consideration) and therefore, the project's contribution is not cumulatively considerable.

Shafter Municipal Code 12.30[2] describes that "no operation or activity shall cause the emission of any smoke, fly ash, dust fumes, vapors, gases or other forms of air pollution which can cause material damage to health, or property, or which can cause excessive dirt on any other lot. No emission shall be permitted which exceeds the requirements of the San Joaquin Valley Unified Air Pollution Control District and or the requirement of any Air Quality Plan adopted by the City of Shafter."

SJVAPCD Rule 9510 requires the reduction of emissions of nitrogen oxides (NO_X) and particulate matter smaller than ten microns in aerodynamic diameter (PM_{10}) associated with construction and operational activities of development projects occurring within the San Joaquin Valley. Rule 9510 applies to new development projects that would equal or exceed specific size limits called applicability thresholds (e.g., developing more than 2,000 square feet of commercial space, 25,000 square feet of light industrial space, 10,000 square feet of heavy industrial space, or 50 residential units). The project is subject to SJVAPCD Rule 9510 because it exceeds the applicability threshold of 50 residential or dwelling units (**AIR-2**). Accordingly, the project must reduce the portion of the emissions occurring during construction and operational phases through on-site measures or pay off-site mitigation fees. The objective of this rule is to reduce construction NO_X and PM_{10} emissions by 20% and 45%, respectively, as well as to reduce operational NO_X and PM_{10} emissions by 33.3% and 50%, respectively, when compared to unmitigated projects. The SJVAPCD uses CalEEMod (California Emission Estimator Model) to estimate emissions of NO_X and PM_{10} for potential land uses. Examples of measures that may be implemented to reduce emissions pursuant to this rule include, but are not limited to, incorporating energy efficiency beyond Title 24 requirements, providing bicycle lanes throughout a project, using cleaner fleet construction vehicles, providing employee incentives for using alternative transportation, and building in proximity to existing or planned bus stops. When a development project cannot reduce its NO_X and PM_{10} emissions to the level required by Rule 9510, then the difference must be mitigated through the payment of an offsite emissions reduction fee. One hundred percent (100%) of all off-site mitigation fees are used by the SJVAPCD to fund emission reduction projects through its Incentives Programs, achieving emission reductions on behalf of the project[3].

SJVAPCD Regulation VIII - Fugitive PM_{10} Prohibition requires projects of this scale to comply with standard fugitive dust control measures during construction to regulate concentrations PM_{10}. Regulation VIII requires receipt of a District-approved Dust Control Plan or Construction

[2] https://www.shafterca.gov/DocumentCenter/View/6411/Zoning-Ordinance-2025-08-21
[3] https://ww2.valleyair.org/media/cjlnn0u1/r9510-a.pdf

Notification form before the issuance of the first grading permit. The project will comply with this regulation by implementing mitigation measures as listed above[4].

Due to the fact that 1) the air quality modeling indicates that the project's regional contribution to cumulative impacts would be negligible and 2) the project would comply with the requirements of the SJVAPCD attainment plans and rules and mitigation measures which require the applicant to provide proof of such compliance (**AIR-1 and AIR-2**), the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.

c) Less than significant impact with mitigation incorporated. Sensitive receptors are defined as locations where young children, chronically ill individuals, the elderly, or people who are more sensitive than the general population reside, such as schools, parks, playgrounds, hospitals, nursing homes, daycare centers, and residential dwelling units. The nearest sensitive receptors to the project site include existing residential dwelling units, single-family residential dwellings (Tract 6490), adjacent to the project site. By incorporating mitigation the project's predicted operational emissions are not expected to affect any sensitive receptors and are not expected to have any adverse impact on any known sensitive receptors.

The project will also comply with SJVAPCD Rule 8021- construction, demolition, and land clearing which requires best-available dust control measures during earthmoving and grading. [5]

d) Less than significant impact. The SJVAPCD's GAMAQI states "An analysis of potential odor impacts should be conducted for both of the following two situations:

1. Generators – projects that would potentially generate odorous emissions proposed to locate near existing sensitive receptors or other land uses where people may congregate and
2. Receivers – residential or other sensitive receptor projects or other projects built for the intent of attracting people locating near existing odor sources.

The proposed project is a residential project located near other residential uses. Expected uses are not known to be a source of nuisance odors and are not listed in Table 6 of the SJVAPCD GAMAQI. Therefore, the project is anticipated to have a less-than-significant odor impact. Therefore, the project would not create objectionable odors affecting a substantial number of people.

[4] https://www.valleyair.org/media/xtbcnaht/rule-8011.pdf
[5] https://www.valleyair.org/media/bhfgzedn/rule-8021.pdf

Biological Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	□	■	□	□
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	□	□	□	■
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	□	□	□	■
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	□	□	■	□
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	□	□	□	■
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	□	□	□	■

Evaluation of Environmental Effects

Biological Resource Evaluation prepared for V Lions Holdings, LLC, APN 028-290-03 and -04 by Pruett Biological Resource Consulting, January 15, 2025, included as **Attachment E.**

a) Less than significant with mitigation incorporated. Direct and indirect impacts, in the form of "incidental take" of a threatened, endangered, or otherwise protected species, are not expected because of the development of the proposed project. Implementation of standard measures for the protection of biological resources are recommended to avoid and minimize potential impact to general wildlife. These measures include (**BIO-1 through BIO-5**):

- A biological resource pre-activity survey conducted by a qualified biologist no more that 30- days before the start of construction activities,
- Biological resource monitoring during each initial phase of ground disturbance,
- Compliance reporting provided to the required oversight agencies for all biological resource field surveys, monitoring, and additional tasks as warranted.

If known or natal San Joaquin Kit Fox (SJKF) dens are identified at any time during construction, protocols enumerated in the *USFWS Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance* (2011) should be implemented, and the appropriate agencies contacted for guidance. The project is within the historic range of Tipton kangaroo rat. The most recent habitat suitability modeling (Cypher 2021) does not include the project in any of the four tiers enumerated for suitability but does have low quality habitat in the vicinity.

With mitigation, the project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species.

b) No impact. No riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service exists on the project site. No adverse effect will occur because of the development of the proposed project. Therefore, the project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community.

c) No impact. One excavated freshwater pond appeared on the USFWS National Wetlands Inventory mapping (USFWS 2021) on the south side proposed project site; however, the pond was classified in 1984 as a palustrine system with an unconsolidated bottom and is semipermanent flooded (USFWS 2024) and appears to have been removed in 2016 and was no longer present during the field study. No federally protected wetlands as defined by Section 404 of the Clean Water Act were identified during the field study conducted for the preparation of this report. Therefore, the project would not have a substantial adverse effect on state or federally protected wetlands.

d) Less than significant impact. No migratory wildlife corridors were identified during the literature search or field study. The project will not interfere substantially with the movement of any native fish of wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites. The following recommendations are provided for the general protection of bird species that may occur on the project site or vicinity in compliance with the MBTA:

- If ground-disturbing activities are planned during the nesting season for migratory birds that may nest on or near the site (generally February 1 through August 31), nesting bird surveys are recommended prior to the commencement of ground disturbance for project activities.
- If nesting birds are present, no new construction or ground disturbance should occur within an appropriate avoidance area for that species until young have fledged, unless otherwise approved and monitored by a qualified onsite biologist.

Appropriate avoidance should be determined by a qualified biologist. In general, minimum avoidance zones for active nests should be implemented as follows: 1) ground or low-shrub nesting non-raptors – 300 feet (91 meters); 2) burrowing owl – as appropriate based on nest location, existing surrounding activity, and evaluation of owl behavior. Coordination with CDFW may be warranted. 3) Sensitive raptors (e.g., prairie falcon, golden eagle) – 0.5 miles (0.8 kilometers); 3) other raptors – 500 feet (152 meters). With the use of appropriate

avoidance measures, the project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites.

e) No impact. There are no biological resources on the site which are protected by local policies. Therefore, the project would not conflict with any local policies or ordinances protecting biological resources.

f) No impact. The project does not conflict with any Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Cultural Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☐	■
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	■	☐	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	■	☐	☐

Evaluation of Environmental Effects

A Phase I Cultural Resource Survey was conducted for the project for V Lions Holdings, LLC by Scott M. Hudlow, January 2025, included as **Attachment F.**

a) No impact. A cultural resources assessment was conducted for the project site, and no cultural resources were identified under guidelines Section 15064.5. Therefore, the project would not cause a substantial adverse change in the significance of a historical resource. Because there are no historical resources present on the project site implementation of the proposed project would not cause a substantial adverse change.

b) Less than significant with mitigation incorporated. There are no known archaeological resources at the site. However, there is still the potential to unearth previously unknown archeological resources at the site as grading and other ground-disturbing activities have the potential to damage or destroy such resources. Mitigation (**CUL-1**) requires if prehistoric or historic era cultural materials are encountered during construction activities, all work in the immediate vicinity of the find shall halt until a qualified archaeologist can evaluate the find and make recommendations. If the qualified archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations may be required, and these additional studies may include avoidance, testing, and evaluation or data recovery excavation.[6]

c) Less than significant with mitigation incorporated. No human remains have been discovered at the project site, and no burials or cemeteries are known to occur within the area of the site. However, construction would involve earth-disturbing activities, and it is still possible that human remains may be discovered, possibly in association with archaeological sites. Implementation of mitigation (**CUL-2**) that included immediately ceasing work and contacting the County coroner and Native American tribal representatives, if needed, would ensure that the proposed project would not directly or indirectly destroy previously unknown human remains. With mitigation, in accordance with PRC 5097.98[7] the project would not disturb any human remains, these will follow the recommendations of the Most Likely Descendant including those interred outside of dedicated cemeteries. Work may only resume once authorized by the Coroner, Native American Heritage Commission, and Descendant.

[6] https://www.law.cornell.edu/regulations/california/14-CCR-15064.5

[7] https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PRC&sectionNum=5097.98.

Energy

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	■	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	■	☐

Evaluation of Environmental Effects

This section evaluates the projects' potential energy impacts consistent with CEQA guidelines, including whether the project would use energy efficiently and comply with applicable state and local energy plans.

a) Less than significant impact. Project construction would require temporary energy demands typical of other residential construction projects that occur throughout the state and this development's construction would not result in inefficient or unnecessary consumption of energy resources beyond typical residential construction. All new construction within the City of Shafter must adhere to modern building standards, including California Code of Regulations Title 24[8], which outlines energy efficiency standards for new residential and nonresidential buildings to ensure that new buildings do not wastefully, inefficiently, or unnecessarily consume energy. Therefore, the project would not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation and the impacts are less than significant.

b) Less than significant impact. There is no adopted plan by the City of Shafter for renewable energy or energy efficiency. As discussed in response to a. above, all new development projects within the City are required to adhere to modern building standards related to energy efficiency. Additionally, the City encourages applicants and developers to go beyond the required standards and make their developments even more efficient through programs such as LEED, or Leadership in Energy and Environmental Design, which is a green building rating system that provides a framework to create healthy, highly efficient, and cost-saving green buildings. Other encouraged programs available to applicants and developers are Title 20 appliance energy efficiency standards and 2005 building energy efficiency standards. Therefore, the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency, and impacts are less than significant.

[8] https://codes.iccsafe.org/content/CABC2022P1/california-code-of-regulations-title-24

Geology and Soils

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines & Geology Special Publication No. 42.	☐	☐	☐	■
ii. Strong seismic ground shaking?	☐	☐	■	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	■	☐
iv. Landslides?	☐	☐	☐	■
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	■	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	■	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	■	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	■
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	■	☐	☐

Evaluation of Environmental Effects

a) The following discusses the potential for the project to expose people or structures to substantial adverse effects because of various geologic hazards. Potential seismic hazards in the planning area involve strong ground shaking, fault rupture, liquefaction, and landslides.

i. No impact. The City of Shafter is subject to moderate to severe ground shaking because of the alluvial soils that underlie the area and its proximity to active faults. Additionally, the thick sedimentary deposits in the City create the likelihood that a strong earthquake or other disturbance in the area could cause ground subsidence (typically a gradual settling or sinking of the ground surface with little or no horizontal movement). The Zoning Ordinance requires that all new developments comply with the most recent Uniform Building Code's seismic design standards.[9]

[9] https://www.shafterca.gov/DocumentCenter/View/6411/Zoning-Ordinance-2025-08-21

The project site is not located within an Alquist-Priolo Earthquake Fault Zone. Per the Department of Conservation, California Geologic Survey Regulatory Maps (DOC 2022), the nearest fault line is the Oildale fault, which lies approximately 11 miles east of the project site. The greatest potential for substantial adverse geologic effects in the City is posed by the San Andres Fault, which is located approximately 36 miles west of the property site. The distance from the nearest active faults precludes the possibility of fault rupture on the project site. Although the project area could potentially experience ground shaking, the magnitude of the hazard would not be severe, as indicated by the General Plan and project construction will comply with the applicable local and State requirements. Therefore, the project would not directly or indirectly cause potential substantial effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault.

ii. Less than significant impact. See response to a. above. The nearest active fault system is 10 miles from the project. In addition, there are faults outside the San Joaquin Valley, but close enough that a major earthquake could affect Shafter. The Zoning Ordinance requires that all new developments comply with the most recent Uniform Building Code's seismic design standards.

Regional earthquake faults include – North of Oildale, Oildale, Pond, Oil Center, and Rio Bravo Ranch (DOC 2025). Given the high seismicity of the southern San Joaquin Valley region, moderate to severe ground shaking associated with earthquakes on the nearby faults can be expected within the project area and throughout Kern County. In the event of an earthquake on one of the nearby faults, it is likely that the project would experience ground shaking.

While such seismic shaking would be less severe from an earthquake that originates at a greater distance from the project site, the side effects could potentially be damaging to people or structures. The project is required to design structures and infrastructure to withstand substantial ground shaking in accordance with all applicable State law and applicable codes included in the California Building Code Title 24 for earthquake construction standards and building standards code including those relating to soil characteristics. The project shall adhere to all applicable local and State regulations to reduce any potentially significant impacts to structures resulting from strong seismic ground shaking at the project site. Therefore, the project would not directly or indirectly cause potential substantial effects, including the risk of loss, injury, or death involving strong seismic ground shaking.

iii. Less than significant impact. Liquefaction is defined as a phenomenon where earthquake-induced ground vibrations increase the pore pressure in saturated, granular soils until it is equal to the confining, overburden pressure. When this occurs, the soil can completely lose its shear strength and enter a liquefied state. The

possibility of liquefaction is dependent upon grain size, relative density, confining pressure, saturation of the soils, and intensity and duration of ground shaking.[10] For liquefaction to occur, three criteria must be met: "low density," coarse-grained (sandy) soils, a groundwater depth of less than about 50 feet, and a potential for seismic shaking from nearby large magnitude earthquake.

The U.S. Department of Agriculture Natural Resources Conservation Service Web Soil Survey shows that the project site contains Wasco sandy loam at a 0 to 2 percent slope (see **Attachment G**). The project is relatively flat and level with no major changes in grade. Because the project site contains well drained sandy soils, there is a negligible risk of liquefaction occurring at the project site during a seismic event.

Structures constructed as part of the project would be required by State law to be constructed in accordance with all applicable California Building Code and Title 24 construction standards. Therefore, the project would not expose people or structures to potential substantial adverse effects involving seismic-related ground failure, including liquefaction.

iv. No impact. The project site is located on the floor of the San Joaquin Valley, west of the Sierra Nevada foothills. The topography is flat, with an elevation of approximately 330 to 360 feet above mean sea level, and no significant topological features. As such, there is no potential for rock fall and landslides to have an impact on the project in the event of a major earthquake, as the area has no significant elevation changes. Based on the predicted maximum horizontal accelerations at the project site and the soil types, minor subsurface settlement may occur onsite during a major earthquake, and this is considered less than significant. The site is flat and there is a low potential for landslides. Therefore, the project would not expose people or structures to potential substantial adverse effects involving landslides.

b) Less than significant impact. The project site contains Wasco sandy loams. Due to the characteristics of the on-site soil types, the relatively flat terrain, and low precipitation (about 4 to 7 inches/annually)[11], implementation of the project would not result in significant erosion, displacement of soils or soil expansion problems. The project would be subject to City ordinances and standards relative to soils and geology. Standard compliance requirements include detailed site-specific soil analysis prior to issuance of building permits and adherence to applicable building codes in accordance with the Uniform Building Code.

Construction of the site would temporarily disturb soils, which could loosen soil, and the removal of vegetation could contribute to future soil loss and erosion by wind and storm water runoff. The project would have to request coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activities (No. 2012-0006-DWQ) (General Permit) because the project would result in one or more acres of ground disturbance. To conform to the requirements of the General Permit, a Storm Water Pollution Prevention Plan (SWPPP) would need to be prepared that specifies best management practices (BMPs) to prevent construction

[10] https://www.conservation.ca.gov/cgs/Documents/Publications/Special-Publications/SP_117a.pdf
[11] Yearly & Monthly weather - Shafter, CA

pollutants, including eroded soils (such as topsoil), from moving offsite. Implementation of the General Permit and BMPs requirements would mitigate erosion of soil during construction activities.

During operation, the soils would be sufficiently compacted to required engineered specifications, revegetated in compliance with City requirements, or paved over with impervious surfaces such that the soils at the site would not be particularly susceptible to soil erosion. Therefore, the project would not result in substantial soil erosion or the loss of topsoil.

c) Less than significant impact. See Geology and Soils responses above. As indicated in previous responses, the site is relatively flat and gently sloped. Additionally, the site is not located near any area with sufficient slope that could result in off-site landslides. Moreover, the project will be designed by an engineer to resist potential side-effects of spreading, subsidence, liquefaction, or collapse. Therefore, the project would not be located on a geologic unit or soil that is unstable, or that would become unstable because of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse.

d) Less than significant impact. See Geology and Soils responses above. Expansive clay soils are subject to shrinking and swelling due to changes in moisture content over the seasons. These changes can cause damage or failure of foundations, utilities, and pavements. During periods of high moisture content, expansive soils under foundations can heave and result in structures lifting. In dry periods, the same soils can collapse and result in settlement of structures. According to Physical and Chemical Properties of the Soils in the USDA Kern County Soil Survey, the upper five feet of the onsite soil (Wasco sandy loam) is considered to have low shrink-swell or expansion potential. In addition, the site is not located in an area of expansive soil. Compliance with applicable City of Shafter General Plan policies, Municipal Code, and the California Building Code, would reduce potential site-specific impacts to less-than-significant levels. Therefore, the project would not be located on expansive soil creating substantial risks to life or property.

e) No impact. The project would not require the use of a septic system because the project would connect to the existing City sewer services. Therefore, the project would not result in soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater.

f) Less than significant with mitigation incorporated. The General Plan confirms that the City of Shafter has received sediments from the Coast Ranges to the west, the Sierra Nevada to the east, and to a lesser degree from activity on the San Andreas Fault system. These sediments contain different species of fossils, reflecting the different periods of deposition. General Plan policy 6.6.3. includes a standard condition of approval for new development projects. The policy requires that if cultural or paleontological resources are encountered during grading,

alteration of earth materials in the vicinity of the find be halted until a qualified expert has evaluated the find and recorded identified cultural resources. With implementation of mitigation, the project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Greenhouse Gas Emissions

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	■	☐
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	☐	■	☐	☐

Evaluation of Environmental Effects

Air Quality Impact Analysis (including greenhouse gas analysis) was prepared for V Lions Holdings, LLC, for E. Los Angeles and S. Mannel Avenue Single-family Residential Development, prepared by Envirotech Consultants, April 15, 2025, included as **Attachment D**.

a) Less than significant impact. The CalEEMod model was used to estimate the greenhouse gas ("GHG") emissions due to construction activities because of the proposed project with "business as usual" conditions. That modeling indicated that the construction activities for the proposed project would generate an annual maximum of 541 metric tons for the total construction period of CO2e of GHG emissions. This represents 0.0001 percent of the 2016 GHG emissions in the State of California (which is 429,400,000 metric tons of CO2e). Therefore, the GHG emissions because of the proposed project will be less than significant**.**

It is anticipated that the operation of the proposed project would have the potential to result in long-term increases in air emissions that would generate GHGs that could contribute to global climate change. The majority of the long-term GHG emissions would be generated by motor vehicles traveling to and from the project site. Area source emissions would result from fuel combustion, landscape maintenance equipment, and consumer products. The daily operational activities because of the proposed project would have the potential to generate GHG emissions of CO2, CH4, N2O, HFCs, PFCs, and SF6. Since there is an international ban on CFCs, it is not anticipated that this GHG would occur. SF6 is primarily used in electronics manufacturing and as an insulation medium in large electrical transformers. It is not anticipated that there will be SF6 emissions from the proposed project.

The CalEEMod model was used to estimate the GHG emissions due to mobile source emissions and area source emissions because of the proposed project with "business as usual" conditions. The operation of the proposed project based on "business as usual" conditions" would result in 2,237 metric tons per year of CO2e of GHG emissions. This represents 0.0005 percent of the CO2e of 2016 GHG emissions in the State of California (which is 429,400,000 metric tons of CO2e[12]). Therefore, the GHG emissions because of the proposed project will be less than significant**.**

The Office of the California Attorney General maintains a list of "CEQA Mitigations for Global

[12] https://ww2.arb.ca.gov/ghg-inventory-data

Warming Impacts" on their website. This list, which is not intended to be exhaustive, includes examples of types of mitigation measures and policies that local agencies may consider offsetting or reducing impacts related to global climate change. The Attorney General's Office acknowledges that the measures cited may not be appropriate for every project and that the lead agency undertaking a CEQA analysis should use its own informed judgment in deciding which measures it would analyze and which measure it would require for a given project. These include measures that are "Generally Applicable" in the areas of energy efficiency, renewable energy, water conservation and efficiency, solid waste measures, land use measures, transportation and motor vehicles, and carbon offsets.

Therefore, the proposed project would comply with the applicable mitigation provided by the Attorney General's Office and impacts are considered to be less than significant.

b) Less than significant impact. See response to a. above. The project will be required to comply with the mandatory requirements of the latest 2022 California Building Code, including Title 24, Part 11, CALGreen, and Title 24, Part 6, Energy Code. The purpose of the building standards is to reduce negative environmental impacts through planning and design, energy, efficiency, water efficiency and conservation, and material and resource conservation. As the California Building Standards were developed to help meet the requirements of the Global Warming Solutions Act (AB 32), which was adopted to reduce California's GHG emissions by achieving the maximum technologically feasible and cost-effective GHG emission reductions. Therefore, by complying with the California Building Standards Code and implemented mitigations (**GHG-1**), the project would not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHG.

Hazards and Hazardous Materials

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	□	□	■	□
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous material into the environment?	□	□	■	□
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	□	□	□	■
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?	□	□	□	■
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	□	□	□	■
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	□	□	■	□
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	□	□	■	□

Evaluation of Environmental Effects

a) Less than significant impact. The project proposes to develop 176 single-family units and would not involve the routine transport, use, or disposal of hazardous materials as defined by the Hazardous Materials Transportation Uniform Safety Act. However, construction activities would require transport, storage, use, and/or disposal of hazardous materials such as fuels and grease for the fueling/servicing of construction equipment, and there is the potential for upset and accident conditions that could release such material into the environment. Such substances would be stored in temporary storage tanks/sheds that would be located at the site. Although these types of materials are not acutely hazardous, they are classified as hazardous materials and create the potential for accidental spillage, which could expose construction workers. All transport, storage, use, and disposal of hazardous materials used in the construction of the project would be in strict accordance with federal and state laws and regulations. During construction of the project, Safety Data Sheets for all applicable materials present at the site would be made readily available to onsite personnel. During construction, non-hazardous construction debris would be generated and disposed of at

approved facilities for handling such waste. Also, during construction, waste disposal would be managed using portable toilets located at reasonably accessible onsite locations.

Although the project operation will require day-to-day maintenance activities, it would not involve the routine transport, use, or disposal of hazardous materials as defined by the Hazardous Materials Transportation Uniform Safety Act. Maintenance of the residential buildings would require the transport, storage, use, and/or disposal of household hazardous materials such as paints, cleaners, oils, batteries, and pesticides. Residents should also read product labels for disposal directions to reduce the risk of products exploding, igniting, leaking, mixing with other chemicals, or posing other hazards on the way to a disposal facility. Therefore, the project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

b) Less than significant impact. Please refer to response a. above. Therefore, the project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous material into the environment.

c) No impact. The closest school to the project site is Grow Academy School located approximately 0.5 miles to the west of the project site. Given the distance and the intervening uses, there is very limited potential for the project to affect the school in the vicinity. Therefore, the project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 miles of an existing or proposed school.

d) No impact. According to the EnviroStor and Cortese lists pursuant to Government Code Section 65962.5, no portion of the project site is identified on either list, which provides the location of known hazardous waste concerns (EnviroStor 2025). The closest hazardous waste concern would be Military Evacuation (Camp Shafter, 0.34 miles away). Therefore, the project would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or the environment.

e) No impact. The project is not located within the adopted Airport Land Use Plan for Minter Airport (Shafter 2005). The closest airport is Minter Airport located approximately 4.5 miles east of the project site. Therefore, the project would not result in a safety hazard for people residing or working in the project area because of a public airport or public use airport.

f) Less than significant impact. The City maintains an emergency plan for response to disasters, including but not limited to earthquakes, floods, fires, hazardous spills or leaks, major

industrial accidents, major transportation accidents, major storms, airplane crashes, civil unrest, and national security emergencies. In a disaster, the City could experience significant casualties, property damage, and utility service interruptions, potentially exceeding the response capabilities of both the City and the County. The plan outlines the general authority, organization, and response actions for City staff to undertake, in compliance with existing law, when disasters happen. The objectives of the plan are to reduce loss of life, injury, and property losses through effective management of emergency forces (Shafter 2005). The emergency plan includes objectives and policies that would prevent new development from interfering with emergency response of evacuation plans. The project will comply with all local regulations related to the construction of new development that is consistent with the emergency plan. The project would also comply with the appropriate local and State requirements regarding emergency response plans and access. The proposed project would not inhibit the ability of local roadways to accommodate emergency response and evacuation activities. Therefore, the project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

g) Less than significant impact. According to the Fire Hazard Severity Zone Viewer, the project is located outside the State Responsibility Area severity zones (Cal Fire 2024). Additionally, the City maintains an emergency plan for response to disasters, including fires. The objectives of the plan are to reduce loss of life, injury, and property losses through effective management of emergency forces (Shafter 2005). The emergency plan includes objectives and policies that would prevent new development from interfering with emergency response of evacuation plans. The project will comply with all local regulations related to the construction of new development that is consistent with the emergency plan. The project would also comply with the appropriate local and State requirements regarding emergency response plans and access. The proposed project would not inhibit the ability of local roadways to accommodate emergency response and evacuation activities. Therefore, the project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires.

Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	□	□	■	□
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	□	□	■	□
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. Result in substantial erosion or siltation on- or off-site;	□	□	■	□
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	□	□	■	□
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage system or provide substantial additional sources of polluted runoff; or	□	□	■	□
iv. Impede or redirect flood flows?	□	□	■	□
d) In flood hazard, tsunami, or seiche zones, risk of release of pollutants due to project inundation?	□	□	□	■
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	□	□	■	□

Evaluation of Environmental Effects

This section assesses whether the project would substantially degrade water quality, alter drainage patterns, increase flood hazards, or interfere with sustainable groundwater management, consistent with CEQA and applicable City of Shafter stormwater and groundwater management requirements.

a) Less than significant impact. As discussed in Geology and Soils above, the project site's soil type has a low-to-medium susceptibility to sheet and rill erosion by rainfall and a low susceptibility to wind erosion at the ground surface. Disturbance of onsite soils during construction could result in soil erosion and siltation, and subsequent water quality degradation through increased turbidity and sediment deposition during storm events to offsite locations. Additionally, disturbed soils have an increased potential for fugitive dust to be released into the air and carried offsite. As described in Geology and Soils, the project would be required to comply with the General Permit. To conform to the requirements of the

General Permit, a SWPPP would need to be prepared that specifies BMPs to prevent construction pollutants from moving offsite. The project is required to comply with the General Permit because project-related construction activities would disturb at least 1 acre of soil.

Further, the City owns and maintains a municipal separate storm sewer system (MS4). The project's operational urban storm water discharges are covered under the Central Valley Water Resources Quality Control Board National Pollutant Discharge Elimination System Permit and Waste Discharge Requirements General Permit for Discharges from Municipal Separate Storm Sewer Systems (Order No. R5-2016-0040-018; NPDES No. CAS0085324) (MS4 Permit) (Central Valley Water Resources Quality Control Board 2024). The MS4 Permit mandates the implementation of a storm water management framework to ensure that water quality is maintained within the City because of operational storm water discharges throughout the City, including the project site. By complying with the General Permit and MS4 Permit, the project would not violate any water quality standards or waste discharge requirements. Therefore, the project would violate any water quality standards or waste discharge requirements.

b) Less than significant impact. A large groundwater subbasin covering over 1.7 million acres underlies most of the southern San Joaquin Valley (DWR Basin No. 5-002.14), including the City, and has been providing water for the area since the early 1900s. This subbasin is replenished by the natural runoff from the Sierra Nevada, as well as through percolation from the many irrigation canals that import water into the area from other regions of the State. The City's drinking water is derived from the aquifers within the basin and is pumped to the surface by a system of groundwater wells operated by the City. The City owns and operates its own public water system, including groundwater wells, above-ground water storage tanks with booster stations, an above- ground tank and booster plant, and water distribution lines (City of Shafter 2005).

   Under the Urban Water Management Planning Act, every urban water supplier that provides water for municipal purposes to more than 3,000 customers or supplies more than 3,000 acre-feet of water annually is required to prepare and adopt an Urban Water Management Plan (UWMP) every five years (Shafter 2021). The UWMP serves as a foundational document and source of information for Water Supply Assessments (Senate Bill 610) and Written Verifications of Water Supply (Senate Bill 221), as it includes a 25-year projection of water demand and supply under both wet and dry year scenarios.

   The project is a residential development and may result in population growth and an associated increase in potable water demand. The City's 2020 UWMP encompassed future growth throughout the entire incorporated area, with a qualifier that reads "It is anticipated that land currently designated under agricultural/open space category will remain preserved (undeveloped) over the course of this UWMP planning period (through 20245)". One can conclude from this that since the subject project is categorized as "Agricultural/Open Space" in the City's UWMP, that no water demand was included for the project acreage.

   The UWMP goes on to conclude that even under a period of multiple dry years and projecting increased City population through the year 2045, that the current groundwater supply system has more than adequate capacity to meet demands. Without accounting for the additional

water demand of the proposed project, the 2020 UWMP estimates available leftover supply capacity ranging from 2,478 to 2,692 million gallons per year (7,604 to 8,261 AFY) through 2045.

Estimated water demand at buildout for the project (i.e. 176 residences) is calculated as:

176 homes x 3.7 persons per household[13] x 217 gpcd[14] = 141,310 gpd
= 51.6 MG/yr
= 158 AFY

So, per the City's 2020 UWMP analysis, the City existing water supplies are more than adequate to supply the additional demands anticipated from the project under normal, dry, and multiple dry year conditions.

By State law, current UWMP do not need to address the Sustainable Groundwater Management Act or sustainable groundwater management currently. Prior to obtaining a building permit, the applicant will have to obtain a water will-serve letter. As a result, the project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level.

c) The following discusses whether the project would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces.

i. Less than significant impact. The project site does not contain any blue-line streams or other surface water features and therefore, the project would not alter the course of a river or stream. The project site would be graded and, as a result, the internal drainage pattern at the site would be altered from the baseline condition. Additionally, the project would result in increased impervious surfaces (i.e., structures, sidewalks, asphalt parking area, etc.) which would reduce percolation to ground and result in greater amounts of storm water runoff concentrations at the site. If uncontrolled, differences in drainage patterns and increased impervious surfaces could result in substantial erosion or siltation on- or off-site. However, the project would be required to comply with the General Permit during construction and MS4 permit during operation. To comply with the MS4 Permit, the City requires compliance with adopted building codes, including complying with an approved drainage plan, which avoids on- and offsite flooding, erosion, and siltation problems. Therefore, the project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or offsite.

ii. Less than significant impact. Refer to response c(i) above. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off- site.

[13] https://censusreporter.org/profiles/16000US0671106-shafter-ca/
[14] Average household consumption rate in 2015-2020 period per Shafter 2020 UWMP

iii. Less than significant impact. Refer to response c(i) above. The project would not create or contribute runoff water exceeding the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff.

iv. Less than significant impact. Construction activities could potentially degrade water quality through the occurrence of erosion or siltation at the project site.

Construction of the project would include soil-disturbing activities that could result in erosion and siltation, as well as the use of harmful and potentially hazardous materials required to operate vehicles and equipment. The transport of disturbed soil or the accidental release of potentially hazardous materials could result in water quality degradation. The project would be required to comply with the NPDES Construction General Permit. Additionally, a SWPPP would be prepared to specify BMPs to prevent construction pollutants. The project would not otherwise substantially degrade water quality.

The project site is located outside the 500-year floodplain and is not located within a 100-year flood hazard area (FEMA 2024). Therefore, the project would not impede or redirect flood flows. **See Figure 6.**

d) No impact. As noted above, the project site is not within a FEMA flood hazard zone, nor is it located near the ocean or a steep topographic feature (i.e., mountain, hill, bluff, etc.). Tsunamis are waves generated in oceans from seismic activity. Due to the inland location of the site, tsunamis are not considered a hazard for the site. Therefore, there is no potential for the site to be inundated by tsunami or mudflow.

A seiche is a wave generated by the periodic oscillation of a body of water whose period is a function of the resonant characteristics of the containing basin as controlled by its physical dimensions. There is no body of water within the vicinity of the project site. There is no potential for inundation of the project site by seiche.

There are no nearby levees that would be susceptible to failure or flooding of the site. Therefore, the project would not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding because of the failure of a levee.

e) Less than significant impact. Refer to a. through d. responses above. The project would not conflict with or obstruct the implementation of any water quality control plan. The project would be subject to the requirements of the NPDES Stormwater Program and would be required to comply with a SWPPP. The SWPPP would identify all potential sources of pollution that could affect stormwater discharges from the project site and specify BMPs to prevent significant impacts related to stormwater runoff. Moreover, the project is within the jurisdiction of the Kern County Subbasin Groundwater Sustainability Agency (GSA). The Amended Final Version of the Groundwater Sustainability Plan (GSP) was adopted by the Kern County Subbasin GSA in August 2025 (Kern County GSP 2025).

Section 5.8.1.1 points out that “there are some portions of the Kern Subbasin that are currently designated as agriculture within the incorporated City limits of both Shafter and Bakersfield. Water savings could be realized through the conversion of agriculture to urban areas.” Thus, the project would not conflict with or obstruct the implementation of this GSP. Therefore,

the project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

Land Use and Planning

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?	☐	☐	☐	■
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating and environmental effect?	☐	☐	■	☐

Evaluation of Environmental Effects

a) No impact. The project does not include the construction of roads or any other physical barrier that would pose a barrier. The project includes the development of 176 multi-family units and is adjacent to existing single-family residential and proposed multi-family development(s). The project is a continuation of the existing urban development pattern of the City, therefore, the project would not physically divide an established community.

b) Less than significant impact. The proposed project requires a GPA and ZC to be consistent with the General Plan land use designation and the zoning classification. The GPA and ZC would change the land use designation and zoning classification from rural residential and very low-density residential and agriculture to low-density residential to allow the development of 176 single-family residential units. If a GPA and ZC are approved by the City, the project would be consistent with the General Plan land use designation and the zoning classification. Therefore, the project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.

Mineral Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	■
b) Result in the loss of availability of a locally important mineral resource recovery site that is delineated in a local general plan, specific plan or other land use plan?	☐	☐	☐	■

Evaluation of Environmental Effects

a) No impact. The California Department of Conservation, Geological Survey classifies lands into Aggregate and Mineral Resource Zones based on guidelines adopted by the California State Mining and Geology Board, as mandated by the Surface Mining and Reclamation Act of 1974[15]. These Mineral Resource Zones identify whether known or inferred significant mineral resources are present in areas. Lead agencies are required to incorporate identified Mineral Resource Zones resource areas delineated by the State into their General Plans. The principal mineral resources within the City are oil and natural gas.

No oil or gas resources have been identified in or extracted from the project site. According to the California Geologic Energy Management Division (CalGEM) the project site is not located in an identified oilfield and there are no known wells located on the site (CalGEM 2025). See **Figure 7**. The closest Canceled Oil & Gas well is 4,634 feet, the closest Plugged Dry Hole is 21,232 feet, the closest Idle Oil & Gas Well is 7,581 feet, and closest Active Oil & Gas well is 8,988 feet. The proposed project would not result in the loss of availability of mineral resources as the project does not propose the extraction of mineral resources. Note that the State of California characterized property within 3,200 feet of oil and gas production facilities to be considered as "health protective zones" ineligible for most occupancies. This characterization faces legal challenges, nonetheless, construction of any new housing could be perceived to create or extend health protective zones, thereby constraining exercise of mineral rights. Nonetheless, no active oil and gas production is evident within this distance. Therefore, the project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

b) No impact. As noted above, the project is not designated as a mineral recovery area. The project would not alter any existing plans that protect mineral resources. As a result, the proposed project would not interfere with known mining operations and would not result in the loss of land designated for mineral and petroleum. Therefore, the project would not result in the loss of availability of a locally important mineral resource recovery site that is delineated in a local general plan, specific plan or other land use plan.

[15] H.R.12844 - 93rd Congress (1973-1974): Surface Mining Reclamation Act | Congress.gov | Library of Congress

Noise

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	■	☐
b) Generation of excessive ground-borne vibration or ground-borne noise levels?	☐	☐	■	☐
c) For a project within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	■

Evaluation of Environmental Effects

a) Less than significant impact. The City of Shafter Zoning Ordinance Section 10.180 (Noise Hazards)[16] requires exterior noise levels in residential zones to not exceed ≤ 65 dB (A) CNEL, utilizing site and architectural design features to mitigate noise impacts when feasible. Interior noise levels in residence dwelling units shall not exceed 45 (dB(A) CNEL. Development Standards Section 10.180 2(a)1-5 will be adhered to during development. It is assumed that all homes in the vicinity of the project site are equipped with fresh air supply or air conditioning systems and thus a windows closed condition is applicable. As a result, the project will not cause a significant permanent increase in roadway noise levels along adjacent roadways. The project would not generate substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local noise ordinance, or applicable standards of other agencies.

The project's construction would generate temporary increases in noise levels and such temporary activities would be approached in compliance with Shafter Municipal Code Section 8.24.030 – Construction Work which reads "[w]ithin a residential zone, or within a radius of five hundred feet therefrom, no person shall operate equipment, for the construction or repair of buildings, structures or projects, which creates noise exceeding the ambient noise level beyond fifty feet from the source between the hours of 7 p.m. and 7 a.m.". Further, it is likely that homes in the vicinity of the project site are equipped with fresh air supply or air conditioning systems and thus a windows closed condition is applicable. As a result, the project will not cause a substantial temporary increase in ambient that fails to comply with City standards.

Long-term operational noise generated by the project would consist of typical residential activities and vehicle traffic associated with housing. These noise sources are generally low

[16] Zoning-Ordinance-2025-08-21

intensity and compatible with surrounding residential and agricultural land uses.

In the absence of substantial stationary noise sources, the project is not expected to result in a significant permanent increase in ambient noise or exceed applicable Shafter noise standards. Therefore, the project would result in less than significant impact related to increases in ambient noise levels.

b) Less than significant impact. Construction activities associated with site preparation, utility installation, and roadway/building construction would generate temporary ground-borne vibration and ground-borne noise typical of residential subdivision development. These vibration sources would primarily involve operation of conventional equipment such as graders, bulldozers, loaders, trucks, and compaction equipment.

   The City of Shafter does not adopt quantitative vibration thresholds, rather a given project's temporary vibration from equipment operation are mitigated through compliance with Shafter Municipal Code Section 8.24.030 – Construction Work which reads "[w]ithin a residential zone, or within a radius of five hundred feet therefrom, no person shall operate equipment, for the construction or repair of buildings, structures or projects, which creates noise exceeding the ambient noise level beyond fifty feet from the source between the hours of 7 p.m. and 7 a.m.". In other words, typical vibration resulting from construction equipment would occur but would be limited to hours of operation to avoid being a nuisance during quieter hours of the day.

   The nearest off-site residences are across E. Los Angeles Avenue approximately 145 feet from the northernmost project property line. Much of the site work that would cause vibration would take place at a much further distance than the northernmost property boundary. At these distances and across a public street, vibration levels would weaken the magnitudes likely to levels that are not perceptible and far below levels associated with structural damage.

   Considering this setting, neither project related construction activity nor ongoing residential occupancy would pose risk of potential damage to the nearest structures. Therefore, the project would not expose persons to, nor generation of, excessive ground-borne vibration or ground-borne noise levels.

c) No impact. As noted in the Hazards and Hazardous Materials section, the project is not located within the adopted Airport Land Use Plan for Minter Airport (Shafter 2005). The nearest airport to the project site is the Minter Field Airport Districted located approximately 4 miles east of the project site. Therefore, the project would not expose people residing or working in the project area to excessive noise levels for a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport.

Population and Housing

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project;				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	■	☐
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	■

Evaluation of Environmental Effects

a) Less than significant impact. The project includes the development of new housing to accommodate the demand for housing due to the rate of population growth. The City of Shafter, 6th Cycle Housing Element revised January 2024, Section II Housing Needs Assessment, A. Population Characteristics according to the 2020 Census, the population of Shafter in 2020 was 19,743 persons.

According to the State of California Department of Finance[17] the City's reported population on January 2024 was 22,399, and on January 2025 was 23,455, which showed a population increase of 4.71 percent. When compared to the 2020 Census data, population increased by over 18 percent. If this positive trend continues, the population in the City will continue to increase and will require more housing. As stated, the project would assist with the need for housing in the City and would not induce substantial unplanned population growth in the area, either directly or indirectly.

b) No impact. The project site is undeveloped and will not involve demolition of existing housing and will not require the construction of replacement housing elsewhere. Therefore, the project would not displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere.

[17] Estimates-E1 | California Department of Finance

Public Services

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	■	☐
ii. Police protection?	☐	☐	■	☐
iii. Schools?	☐	☐	■	☐
iv. Parks?	☐	☐	■	☐
v. Other public facilities?	☐	☐	■	☐

Evaluation of Environmental Effects

a) The following discusses whether the project would result in substantial adverse physical impacts to public services. The need for additional public service is generally directly correlated to population growth and the resultant additional population's need for services beyond what is currently available.

i. Less than significant impact. The construction and operation of the project would result in an increase in demand for fire protection services associated with the construction and occupancy of 176 additional single-family residences. Fire protection is provided by the Kern County Fire Department located at 325 Sunset Avenue under contract with the City of Shafter. The proposed project would increase citywide housing by 176 single-family residential units representing a low incremental demand for fire service.

Construction activities are to be conducted in accordance with local and State fire codes and citywide services are adequately planned within the City's policies to ensure and maintain the fire department's performance and response standards by allocating appropriate resources. The project applicant is responsible for paying relevant impact fees. Therefore, the project would not result in substantial adverse physical impacts associated with the provision of new or physically altered fire facilities, or need for new or physically altered fire facilities.

ii. Less than significant impact. Law enforcement and public protection are provided by the City of Shafter Police Department. The City's police station is located at 201 Central Valley Hwy. The project would increase demand for public safety protection as the project is a residential development that would increase citywide housing by 176 single-family residential units. The project applicant is responsible for paying applicable development impact fees. Therefore, the project would not result in

substantial adverse physical impacts associated with the provision of new or physically altered police facilities, or need for new or physically altered police facilities.

iii. Less than significant impact. The project would impact school facilities as the project is a residential development that would increase citywide housing by 176 single-family residential units. The project applicant is responsible for the school impact fees. Therefore, the project would not result in substantial adverse physical impacts associated with the provision of new or physically altered school facilities, or the need for new or physically altered school facilities.

iv. Less than significant impact. The project would impact parks and recreation facilities as the project is a residential development that would increase citywide housing by 176 single-family residential units. The project applicant is required to pay recreation impact fees. Therefore, the project would not result in substantial adverse physical impacts associated with the provision of new or physically altered park facilities, need for new or physically altered park facilities.

v. Less than significant impact. The project would impact on other public facilities such as libraries, hospitals, or emergency medical facilities as the project is a residential development that would increase citywide housing by 176 single-family residential units. The project applicant is responsible for payment of development impact fees and for compliance with the objectives and policies of the General Plan. Therefore, the project would not result in substantial adverse physical impacts associated with the provision of new or physically altered park facilities, the need for new or physically altered park facilities.

Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	■	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	■

Evaluation of Environmental Effects

a) Less than significant impact. The project could potentially increase the use of existing neighborhood and regional parks as the project is a residential development that would increase citywide housing by 176 single-family residential units; however, the project applicant is required to pay development impact fees, which allows the City to upgrade, expand, or upkeep existing neighborhood and regional parks. Therefore, the project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would not occur or be accelerated.

b) No impact. As discussed, with mitigation, the development of 176 single-family residential units would not have an adverse physical effect on the environment. Therefore, the project would not include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment.

Transportation/Traffic

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	■	☐	☐
b) Conflict or be inconsistent with CEQA Guidelines §15064.3, subdivision (b)?	☐	☐	■	☐
c) Substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment)?	☐	☐	■	☐
d) Result in inadequate emergency access?	☐	☐	■	☐

Evaluation of Environmental Effects

A Traffic Study was prepared for the GPA/ZC on Los Angeles Avenue in Shafter, CA by Ruettgers & Schuler Civil /Provost & Pritchard dated April 2025, included as **Attachment H**.

a) Less than significant with mitigation incorporated. Ingress and egress to and from the project area would be off E. Los Angeles Avenue and internal circulation would be provided by a network of internal streets. Internal streets would be constructed to City standards and potential offsite street improvements along E. Los Angeles Avenue would be a condition of development. Other than fronting along E. Los Angeles Avenue, the project area does not lie along a planned vehicle, bicycle, or pedestrian corridor as identified by the City of Shafter or CalTrans. Consequently, the proposed project conforms to programs, plans, and ordinances pertinent to the circulation system.

The Traffic Study found that in 2025 and 2026, prior to the addition of project traffic, all intersections in the vicinity of the proposed project operate at or above an acceptable level of service except for the intersection of State Route 43 and Santa Fe Way/Beech Ave. That intersection is anticipated to operate below an acceptable level of service.

In 2045, prior to the addition of project traffic, all intersections operate at or above an acceptable level of service except for the intersections of Shafter Ave and Los Angeles St and State Route 43 and Santa Fe Way/Beech Ave, which are anticipated to operate below an acceptable level of service.

The Traffic Study prepared for the project evaluated roadway segment and intersection operations consistent with CEQA requirements. The analysis found that all roadway segments are expected to operate at acceptable levels of service with and without project traffic in each scenario reviewed. Although certain intersections operate below acceptable Level of Service under cumulative background conditions, these deficiencies are associated with existing and planned regional growth, and the City has already identified and programmed improvements. The project is required to pay its proportional "fair-share" contribution toward these improvements through road impact fees, thereby complying with applicable circulation plans

and policies. In addition to paying impact fees, the Traffic Study for the project concluded that the project's contribution to a future signal at the Shafter Avenue and E. Los Angeles intersection to accommodate the project is 8.7% of the cost to install the signal (**TRA-1**). With mitigation, the project would not conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.

b) Less than significant impact. CEQA Guideline §15064.3 subdivision (b) gives local agencies the discretion to determine the appropriate measure of transportation impact. Vehicle Miles Traveled, or "VMT", were analyzed to assess the degree of transportation impact.

The Traffic Study shows an average VMT per trip of 9.76 miles for Shafter households. This compares to an average project VMT trip of 7.23 miles. Therefore, the project is not expected to result in a significant transportation impact.

c) Less than significant impact. Traffic will come and go from E. Los Angeles Avenue, an existing street without any sharp curves, unusual roadway alignment or the need for intersection modifications that would create hazardous conditions. This includes incompatible use of heavy industrial truck traffic or agricultural equipment. Tentative Tract Map No. 7498 will be reviewed and approved by the City of Shafter to ensure landscaping, off-site street right-of-way, and internal circulation do not obstruct visibility or create unsafe turning movements.

Specific circulation patterns will incorporate applicable safety measures to ensure that hazardous design features or inadequate emergency access to the tract or other areas surrounding the project area will not occur. Therefore, the project would not substantially increase hazards due to a design feature or incompatible uses.

d) Less than significant impact. Emergency access to the project would be from E. Los Angeles Avenue, an existing public roadway with adequate width and visibility for emergency vehicles. The project would be required to comply with City of Shafter roadway standards, all emergency access requirements adopted, California Fire Code requirements, and set forth in the City of Shafter Municipal Code. These requirements and all others required to be included in the project design will be verified by the City prior to Tentative Tract M 7498 approval. Therefore, the project would not result in inadequate emergency access.

Tribal Cultural Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code §21074 as either a site, feature, place, cultural landscape that is geographically defined in the terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code §5020.1(k), or	☐	☐	☐	■
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code §5021.1. In applying the criteria set forth in subdivision (c) of Public Resources Code §5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	■

Evaluation of Environmental Effects

a) No impact. There are no sites, features, places, cultural landscapes that are geographically defined in the terms of the size and scope of the landscape, sacred places, or objects with cultural value to a California Native American tribe located on the site.

A Sacred Lands File search was requested from the Native American Heritage Commission on November 26, 2024 in compliance with SB 18 Guidelines[18]. The search revealed that no Native American cultural resources are located in close proximity to the current project area. Although no positive results were obtained from the Sacred Lands File search, which arrived on December 27, 2024; Native American consultation letters were sent out on December 27, 2024, notifying each interested Kern County Native Contact, per the list provided by the Native American Heritage Commission. Eight Tribes (Federal and non-Federal) were emailed letters. These letters both described the project and provided maps for further reference. By Friday, January 24, 2025, no parties returned any responses or requested any further consultation.

Therefore, the project would not cause a substantial adverse change in the significance of a tribal cultural resource that is listed in the California Register of Historical Resources or in a local register of historical resources.

b) No impact. See response to a. above and in the Cultural Resources section. Therefore, the project would not cause a substantial adverse change in the significance of a tribal cultural resource that is determined by the lead agency to be significant.

[18] Tribal Consultation Guidelines Supplement to General Plan Guidelines

Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electrical power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	■	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	■	☐
c) Result in the determination by the wastewater treatment provider which serves or may serve the project that is has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	■	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	■	☐
e) Comply with federal, state, and local management and reduction statutes and regulation related to solid waste?	☐	☐	☐	■

Evaluation of Environmental Effects

a) Less than significant impact. Refer to Geology and Soils and Hydrology and Water Quality responses above regarding potable and irrigation water, wastewater, and stormwater. Potable water would be supplied via connection to the City's existing water distribution network and supplied from existing wells which are reported to have more than adequate capacity for the proposed project (Shafter UWMP 2020). Wastewater service would similarly be provided by connecting new collectors to the existing City collection system. Wastewater treatment and disposal is provided by contract between the City and North of River Sanitary District. The City is expected to secure additional contractual capacity in that system as part of the North of River Sanitary District plant expansion that is currently being designed. Stormwater would be managed on site as described in the Hydrology and Water Quality section. The project would increase demand on City water and add load to the wastewater system, both of which would be subject to payment of utility connection fees that provide funding for such impacts. The City will require properly sized stormwater basins on site such that the project applicant will be required to manage resulting increases in runoff.

   As for electrical power, Pacific Gas and Electric (PG&E) provides electricity to the City of Shafter. The existing trunk and transmission facilities are adequate to meet present and

projected demand for the project site.[19] The project will connect to the existing PG&E transmission lines for electrical power and no new or expanded power facilities are required to provide service. See **Figure 8.**

As for telecommunications, the project area is served by multiple providers including AT&T, Spectrum, T- Mobile, ATel Communications, and the Municipal Fiber Network. Fiber optic lines may be installed in the proposed internal streets for telecommunications purposes, the installation of which concurrent with roadway improvements would not result in significant environmental impacts.

As for natural gas services, Southern California Gas Company is the service provider via existing distribution pipelines located within East Los Angeles Avenue. The project would connect through standard service laterals and on-site extensions would be needed, which involves minimal ground disturbance. The project would not need construction of new or expanded natural gas transmission facilities.[20]

Considering this utility setting, extension of utilities to the project would not cause significant environmental effects.

b) Less than significant impact. See Hydrology and Water Quality section for a demonstration of adequate water supplies.

c) Less than significant impact. The project will connect to the City's sewer mains and wastewater will be treated and disposed at the wastewater treatment plant owned and operated by the North of River Sanitary District which is in a Joint Powers Agreement with the City. A plant expansion is currently designed to increase capacity from 7.5 million gallons per day to 10 million gallons per day (NORSD 2025). Therefore, it has been determined by the wastewater treatment provider that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments.

d) Less than significant impact. Two franchise haulers, American Refuse and Varner Brothers, serve properties in the City of Shafter. American Refuse is the franchise hauler within the city core area and will likely provide service to the proposed project. Solid waste that is collected is disposed of at the Shafter/Wasco Landfill and the Bakersfield Metropolitan (Bena) Landfill. These landfills are owned and operated by the Kern County Waste Management Department.

The Shafter/Wasco Landfill is the City's primary landfill, while the Bena Landfill accepts some refuse from industrial uses within the City. Both facilities are designated as Class III landfills.[21] Implementation of the project would result in the generation of solid waste on the project site, which would increase the demand for solid waste disposal. During construction these materials, which are not anticipated to contain hazardous materials, would be collected and transported away from the site. The project, in compliance with federal, State, and local statutes and regulations related to solid waste, would dispose of all waste generated onsite at an approved solid waste facility. Additionally, prior to obtaining a building permit, the applicant will have to obtain a landfill will-serve letter. Therefore, the project would be served

[19] https://grip.pge.com/
[20] https://socalgas.maps.arcgis.com/apps/webappviewer/index.html?id=09d70253280b4792b7a6a3fa6a2cf4a7
[21] https://www.kernpublicworks.com/services/solid-waste/disposal-sites

by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs.

e) No impact. See response to d. above. The 1989 California Integrated Waste Management Act (AB 939)[22] requires Kern County to attain specific waste diversion goals. In addition, the California Solid Waste Reuse and Recycling Access Act of 1991[23], as amended, requires expanded or new development projects to incorporate storage areas for recycling bins into the project design. The reuse and recycling of construction debris would reduce operating expenses and save valuable landfill space. As stated above, the Shafter/Wasco Landfill is the City's primary landfill, while Bena Landfill accepts some refuse from industrial uses within the City. Both facilities have the capacity to serve projected solid waste disposal needs through 2056 and 2046, respectively. Therefore, the project would comply with federal, state, and local management and reduction statutes and regulation related to solid waste.

[22] https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=198919900AB939
[23] https://law.justia.com/codes/california/code-prc/division-30/part-3/chapter-18/

Wildfires

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or areas classified as very high hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	■	☐
b) Due to slope, prevailing winds, or other factors, exacerbate wildfire risk, and thereby expose project occupants to, pollutant concentrations from a wildfire or uncontrolled spread of wildfire?	☐	☐	■	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	■
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	■

Evaluation of Environmental Effects

a) Less than significant impact. See Hazards and Hazardous Materials section regarding emergency response. According to data from the Cal Fire, there are no fire hazard severity zones on the project site or within the City boundaries (CalFire 2024). As noted previously, the City of Shafter maintains an emergency plan for response to disasters, including fires. The objectives of the plan are to reduce loss of life, injury, and property losses through effective management of emergency forces (Shafter 2005). The emergency plan includes objectives and policies that would prevent new development from interfering with emergency response of evacuation plans. The project will comply with all local regulations related to the construction of new development that is consistent with the emergency plan. The project would also comply with the appropriate local and State requirements regarding emergency response plans and access. The proposed project would not inhibit the ability of local roadways to accommodate emergency response and evacuation activities. Therefore, the project would not substantially impair an adopted emergency response plan or emergency evacuation plan.

b) Less than significant impact. The project site is in a region dominated by residential and agricultural uses. The topography of the area is relatively flat. The project would install the required infrastructure with capacity to meet water supply demands for fire protection services. Development of the project will modestly increase the need for fire protection services and is within the existing service area of the local Fire Department, and the project will comply with all applicable fire codes and regulations. Therefore, the project would not exacerbate wildfires and expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire due to slope, prevailing winds, or other factors.

c) No impact. PG&E provides electricity to the City. The existing trunk and transmission facilities are adequate to meet present and projected demand to the project site (see Utilities and Service Systems). The project will connect to the existing PG&E transmission lines for electrical power. Therefore, the project would not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.

d) No impact. The site is topographically flat land, as is the surrounding area. There are no slopes on or near the property and the project would not expose the people or structures to significant risks from downslope or downstream flooding or landslides due to a result of runoff, post fire instability or drainage changes. According to FEMA Flood Insurance Rate Maps the project is within an area of minimal flood hazards (FEMA 2024)[24] for the FIRMette for the project site. Therefore, the project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

Mandatory Findings of Significance

Mandatory Findings of Significance:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	■	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	■	☐
c) Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?	☐	■	☐	☐

Evaluation of Environmental Effects

a) Less than significant with mitigation incorporated. The project must comply with listed plant and animal species protected under the Federal Endangered Species Act (FESA) and the California Endangered Species Act (CESA), as directed by the U.S. Fish and Wildlife

[24] https://www.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd

Service and the California State Department of Fish and Wildlife, respectively. In addition, measures **BIO-1 through BIO-5** would be implemented to avoid any impacts to special status species. There are no important examples of the major periods of California history or prehistory found at the site. However, measures **CUL-1 through CUL-3** would be implemented to avoid any potential impacts to cultural or historical resources. Therefore, with the implementation of measures, the project would not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number, or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.

b) Less than significant. Under Section 15065(a)(3) of the CEQA Guidelines, a lead agency shall find that a project may have a significant effect on the environment where there is substantial evidence that the project has potential environmental effects "that are individually limited, but cumulatively considerable." This section further states that cumulatively considerable means "that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects."

c) Less than significant with mitigation incorporated. As described in response a. above, the project, with mitigation, would not have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly.

BIBLIOGRAPHY

1. AB 52 – Native Americans: California Environmental Quality Act (2013-2014) https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140AB52
2. AB 939 – Solid waste management, source reduction, recycling, composting and market development. 1989-1990. https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=198919900AB939

3. Air Quality Impact Analysis (including Greenhouse Gas) prepared by EnviroTech Consultants, dated April 15, 2025.

4. Biological Resources Evaluation prepared by Pruett Biological Resource Consulting, dated January 15, 2025.

5. California Air Resources Board (CARB). Current GHG Emission Inventory Data https://ww2.arb.ca.gov/ghg-inventory-data

6. California Code of Regulations, Title 24 https://codes.iccsafe.org/content/CABC2022P1/california-code-of-regulations-title-24

7. California Code of Regulations, Public Resources Code, Division 30, Waste Management, Part 3 – State Programs, Chapter 18 – California Solid Waste Reuse and Recycling Access Act of 1991. (Justia 2025) https://law.justia.com/codes/california/code-prc/division-30/part-3/chapter-18/

8. Cal Fire. 2024. California Fire Hazard Severity Zones Viewer Map. https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones/fire-hazard-severity-zones-maps

9. CalGEM. 2025. Well Finder. https://maps.conservation.ca.gov/doggr/wellfinder/

10. Caltrans (California Department of Transportation). 2025. California State Scenic Highway Mapping System. https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways

11. CDFW (California Department of Fish and Wildlife). 2025. California Essential Habitat Connectivity. https://data.ca.gov/dataset/essential-connectivity-areas-california-essential-habitat-connectivity-cehc-ds620

12. CDFW (California Department of Fish and Wildlife). Species Management https://wildlife.ca.gov/Conservation#species

13. Census Reporter. https://censusreporter.org/profiles/16000US0671106-shafter-ca/

14. Congress.Gov. HR 12844 93rd Congress Surface Mining Reclamation Act. 1974. https://www.congress.gov/bill/93rd-congress/house-bill/12844

15. Cornell Legal Institution (California Code of Regulations) Title 14. Section 150064.5 Determining the Significance of Impacts to Archaeological and Historical Resources www.law.cornell.edu/regulations/california/14-CCR-15064.5

16. DOC (California Department of Conservation). 2022. California Important Farmland Finder. https://maps.conservation.ca.gov/DLRP/CIFF/

17. DOC (California Department of Conservation). 2025. Fault Activity Map of California. https://www.conservation.ca.gov/cgs/maps-data

18. DOC (California Department of Conservation). Guidelines for Evaluating and Mitigating Seismic Hazards in California. 2008. https://www.conservation.ca.gov/cgs/Documents/Publications/Special-Publications/SP_117a.pdf

19. DOF (California Department of Finance). 2024. Shafter, CA. 2024. https://dof.ca.gov/forecasting/demographics/estimates-e1/

20. EnviroStor (Department of Toxic Substances Control EnviroStor). 2025. Site/Facility. https://www.envirostor.dtsc.ca.gov/public/search?basic=True

21. Farmland Conversion Study, Prepared by Cornerstone Engineering dated October 2025.

22. FEMA (Federal Emergency Management Agency). 2024. FEMA Flood Map Service Center: Search By Address. Available:< https://www.fema.gov/flood-maps>.

23. FTA (Federal Transit Administration). 2018. Transit Noise and Vibration Impact Assessment Manual.

24. Kern County GSP. 2024. Groundwater Sustainability Plan. https://kerngsp.com/gsp-documents/. December.

25. Kern County Public Works. Solid Waste Disposal Sites. https://www.kernpublicworks.com/services/solid-waste/disposal-sites

26. Native American Heritage Commission (State of California) Health and Safety Code Section 7050.5

27. Natural History Museum of Los Angeles. https://nhm.org

28. NORSD (North of the River Sanitary District). 2025. CIP Status Update. https://www.norsd.com/cip-status-update

29. Office of Planning and Research (State of California Governor's). Tribal Consultation Guidelines (Supplement to General Plan Guidelines) November 2025. https://ci.ca.gov/docs/011414_Updated_Guidelines_922.pdf

30. PG & E Grid Resource Integration Portal. GRIP Map. https://grip.pge.com

31. Phase 1 Cultural Resource Survey, prepared by Hudlow Cultural Resource Associates, dated January 2025.

32. Public Resources Code (State of California) Sections 5097.94, 5097.98, and 5097.99 https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PRC&sectionNum=5097.98

33. SB 18 – Traditional tribal cultural places. (California Legislative Information) https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200320040SB18

34. Shafter (City of Shafter). 2005. General Plan.

35. Shafter (City of Shafter). Zoning Ordinance. https://www.shafterca.gov/DocumentCenter/View/6411/Zoning-Ordinance-2026-01-14?bidId=

36. SJVAPCD (San Joaquin Valley Air Pollution Control District). 2015. Guide for Assessing and Mitigating Air Quality Impacts.

37. SJVAPCD (San Joaquin Valley Air Pollution Control District). Addressing Greenhouse Gas Emissions Impacts under CEQA https://ww2.valleyair.org/media/mdfm0lsd/1-ccap-final-ceqa-ghg-staff-report-dec-17-2009.pdf

38. SJVAPCD (San Joaquin Valley Air Pollution Control District). Rule 9510 INDIRECT SOURCE REVIEW (ISR). https://ww2.valleyair.org/media/cjlnn0u1/r9510-a.pdf

39. SJVAPCD (San Joaquin Valley Air Pollution Control District). Rule 8011. https://www.valleyair.org/media/xtbcnaht/rule-8011.pdf

40. SJVAPCD (San Joaquin Valley Air Pollution Control District). Rule 8021. https://www.valleyair.org/media/bhfgzedn/rule-8021.pdf

41. Society of Vertebrate Paleontology – Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources. 2010. https://vertpaleo.org/wp-content/uploads/2021/01/SVP_Impact_Mitigation_Guidelines-1.pdf

42. Southern California Gas. Gas Transmission Pipeline Interactive Map. https://socalgas.maps.arcgis.com/apps/webappviewer/index.html?id=09d70253280b4792b7a6a3fa6a2cf4a7

43. Traffic Study prepared by Ruettgers & Schuler/Provost & Pritchard, dated April 2025.

44. U.S. Dept. of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Custom Soils Report for Kern County, Northwest Part, dated July 15, 2025.

45. U.S. Fish and Wildlife Service. https://www.fws.gov/about/region/pacific-southwest

46. U.S. Fish and Wildlife Service Standardized Recommendations for the Protection of the Endangered Kit Fox Prior to or During Ground Disturbance (2011)

47. U.S. Fish and Wildlife Service National Wetlands Inventory Mapper https://www.fws.gov/program/national-wetlands-inventory/wetlands-mapper

48. U.S. Fish and Wildlife Service. MBTA https://www.fws.gov/law/migratory-bird-treaty-act-1918

49. Weather. https://www.weather-atlas.com/en/california-usa/shafter-climate

ATTACHMENT A
MMRP

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 25-41 & ZC 25-74 (TTM 7498) Single-Family Residential Development					
No.	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
AIR - 1	Prior to grading plan approval, the applicant/developer shall submit documentation to the Planning Department that they will/have met all air quality control measures, design features, and rules required by the San Joaquin Valley Air Pollution Control District, including but not limited to the following: To minimize Fugitive Dust during construction, the applicant will comply with the following: • Apply water to unpaved surfaces and areas. • Use non-toxic chemical or organic dust suppressants on unpaved roads and traffic areas. • Limit or reduce vehicle speed on unpaved roads and traffic areas. • Maintain areas in a stabilized condition by restricting vehicle access. • Install wind barriers. • During high winds, cease outdoor activities that disturb the soil. • Keep bulk materials sufficiently wet when handling. • Store and handle materials in a three-sided structure. • When storing bulk materials, apply water to the surface or cover the storage pile with a tarp. • Don't overload haul trucks. Overloaded trucks are likely to spill bulk materials. • Cover haul trucks with a tarp or other suitable cover. Or, wet the top of the load enough to limit visible dust emissions. • Clean the interior of cargo compartments on emptied haul trucks prior to leaving a site. • Prevent trackout by installing trackout control devices at all project access points. • Clean up trackout at least once a day. If along a busy road or highway, clean up trackout immediately. • Monitor dust-generating activities and implement appropriate measures for maximum dust control.	Prior to grading plan approval	San Joaquin Valley Air Pollution Control District; City of Shafter Planning Department		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for Tentative Tract Map 7498 review. 2. The applicant/developer shall obtain written proof from the SJVAPCD that the project will/have met all air quality control measures and rules. 3. Provide documentation to the Planning Department for the record.			

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 25-41 & ZC 25-74 (TTM 7498) Single-Family Residential Development					
No.	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
	Diesel Particulate Matter: during construction, the applicant will comply with the following design features: • Construction equipment should be maintained in proper tune. • All construction vehicles should be prohibited from excessive idling. Excessive idling is defined as five (5) minutes or longer. • Minimize the simultaneous operation of multiple construction equipment units, to the maximum extent feasible. • Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible. • Establish staging areas for the construction equipment that are as far from adjacent residential homes, as feasible. • Use haul trucks with on-road engines instead of off-road engines for on-site hauling.				
AIR - 2	Prior to grading plan approval, the applicant/developer shall submit proof to the Planning Department that the project has complied with the San Joaquin Valley Air Pollution Control District's Indirect Source Rule (Rule 9510).	Prior to grading plan approval	San Joaquin Valley Air Pollution Control District; City of Shafter Planning Department		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any Tentative Tract Map review. 2. The applicant/developer shall obtain written proof from the SJVAPCD that the project will/have met all air quality control measures and rules. 3. Provide documentation to the Planning Department for the record.			

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 25-41 & ZC 25-74 (TTM 7498) Single-Family Residential Development					
No.	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
BIO-1	**San Joaquin Kit Fox (Vulpes macrotis mutica)** Prior to ground disturbance, a pre-construction survey must be conducted 14 - 30 days within the Project Area and a 500-foot buffer to identify active or potential San Joaquin kit fox dens. • If potential kit fox dens are observed within the Project Area, a 50-foot avoidance buffer should be implemented. If construction activities require the destruction of a potential den, then den monitoring shall be conducted by a qualified biologist for a minimum of 4 consecutive nights following the protocols set forth in the U.S. Fish and Wildlife Service Standardized Recommendations for the Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance (USFWS 2011). Known dens shall require an avoidance buffer of at least 100 feet. If a known den cannot be avoided, it shall be left undisturbed, and the monitoring biologist shall be contacted immediately. Natal dens found within the Project Area or within a 500-buffer surrounding the Project Area should be avoided and the USFWS and CDFW shall be contacted. • To prevent the entrapment of a San Joaquin kit fox or other wildlife, all steep walled, open trenches greater than 2 feet in depth should be covered at the end of each day. If covering an open excavation is not feasible, escape ramps made of earthen material or wooden planks at a 1:1- slope (45-degree angle) should be implemented. Trenches should be inspected in the morning prior to commencing work activities and prior to backfilling. If a San Joaquin kit fox or any other special-status species is found within the excavation, the monitoring biologist shall be contacted immediately. At no time should any personnel attempt to handle, corral, remove, or otherwise interact with the animal.	Prior to ground disturbance	Qualified Biologist; City of Shafter Planning Department; California Department of Fish and Wildlife		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any Tentative Tract Map review. 2. Contract a qualified biologist to perform a pre-construction survey within 14-30 days prior to ground disturbance activities. 3. Provide results of survey to the Planning Department for the record. 4. If special-status species found, then contact CDFW to determine avoidance and minimization measures.			

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 25-41 & ZC 25-74 (TTM 7498) Single-Family Residential Development					
No.	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
BIO-2	**Swainson's Hawk (Buteo swainsoni)** • If construction activities are to take place during the nesting season (February - August), a preconstruction survey will be conducted 14 - 30 days prior to ground disturbing activities within the Project Area and a 500-foot buffer to identify individual Swainson's hawk's and active nests. This survey can be conducted concurrently with the San Joaquin kit fox pre-construction survey described above, depending on the timing of the pre-construction survey. • If any active Swainson's hawk nest is found during the pre-construction survey, a qualified biologist will prescribe an appropriate buffer zone surrounding the nest and a plan to be implemented to prevent disruption of nesting activities. If nest disruption is not possible, CDFW should be contacted for guidance.	Prior to ground disturbance	Qualified Biologist; City of Shafter Planning Department; California Department of Fish and Wildlife		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any site plan review. 2. Contract a qualified biologist to perform a pre-construction survey within 14-30 days prior to ground disturbance activities. 3. Provide results of survey to the Planning Department for the record. 4. If special-status species found, then contact CDFW to determine avoidance and minimization measures.			
BIO-3	**Tricolored blackbird (Agelaius tricolor)** • If construction activities are to take place during the nesting season for tricolored blackbird (February - May), a pre-construction survey will be conducted 14 - 30 days prior to ground disturbing activities within the Project Area and a 500-foot buffer to identify individual tricolored blackbirds and active nests. This survey can be conducted concurrently with the San Joaquin kit fox pre-construction survey described above, depending on the timing of the preconstruction survey. • If any active tricolored blackbird nest sites are found during the pre-construction survey, a qualified biologist will prescribe an appropriate buffer zone surrounding the nest site and a plan to be implemented to prevent disruption of nesting activities.	Prior to ground disturbance	Qualified Biologist; City of Shafter Planning Department; California Department of Fish and Wildlife		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any Tentative Tract Map review. 2. Contract a qualified biologist to perform a pre-construction survey within 14-30 days prior to ground disturbance activities. 3. Provide results of survey to the Planning Department for the record. 4. If special-status species found, then contact CDFW to determine avoidance and minimization measures.			

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 25-41 & ZC 25-74 (TTM 7498) Single-Family Residential Development					
No.	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
BIO-4	**Other Migratory Birds** Other migratory birds may use the proposed project site or surrounding lands for feeding, nesting, and roosting. In compliance with Sections 3503 and 3503.5 of the California Fish and Game Code and the Migratory Bird Treaty Act, if construction activities are to occur during the nesting and breeding season (February 1 through August 31), a qualified biologist shall determine the presence of any native bird and raptor nests prior to construction activities. If any nests are identified, appropriate buffer zones will be established around any identified nests to prevent disruption of nesting. If an adequate buffer zone cannot be established around any active nest, CDFW and USFWS will be contacted for guidance.	Prior to ground disturbance	Qualified Biologist; City of Shafter Planning Department; California Department of Fish and Wildlife		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any Tentative Tract Map review. 2. Contract a qualified biologist to perform a pre-construction survey within 14 days prior to ground disturbance activities. 3. Provide results of survey to the Planning Department for the record. 4. If special-status species found, then contact CDFW to determine avoidance and minimization measures.			

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 25-41 & ZC 25-74 (TTM 7498) Single-Family Residential Development					
No.	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
BIO-5	**General Wildlife Avoidance Measures** To further ensure no special-status species are impacted by the project, the project will comply with the following general wildlife avoidance measures during the construction period. • All vehicles should implement a maximum 10mph speed limit within the Project Area or adhere to the posted speed limit. • To avoid the entrapment of any animal, all excavations greater than 2 feet should be backfilled by the end of day. If backfilling by the end of day is not possible, excavations should be covered in a way to prevent wildlife species from entering the excavation. If excavations cannot be covered, an earthen escape ramp or a ramp constructed of wooden planks should be implemented inside the excavation at a 1:1 slope (45 degrees). If any wildlife is found entrapped inside an open excavation, the biologist should be contacted immediately. All pipes, culverts, or similar structures staged onsite should be capped in a way to prevent the entry of wildlife. Such structures should be checked prior to moving to ensure no wildlife is entrapped inside. • All food-related trash items including wrappers, cans, bottles, and scraps should be disposed of in a securely closed container and removed from the site at the end of each day. • No firearms or pets should be allowed onsite. • Any protected wildlife species that may venture onsite should be allowed to leave the site of their own accord. No attempt to handle or otherwise engage with the animal should be made. If after a reasonable amount of time the animal does not leave the project site, the biologist should be contacted.	During construction	City of Shafter Planning Department; Qualified Biologist (if needed); California Department of Fish and Wildlife (if needed)		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any Tentative Tract Map review. 2. Provide results of survey to the Planning Department for the record. 3. If special-status species found, then contact CDFW to determine avoidance and minimization measures.			

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 25-41 & ZC 25-74 (TTM 7498) Single-Family Residential Development					
No.	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
CUL-1	If prehistoric or historic-era cultural materials are encountered during construction activities, all work in the immediate vicinity of the find shall halt until a qualified archaeologist can evaluate the find and make recommendations. Cultural resource materials may include prehistoric resources such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock as well as historic resources such as glass, metal, wood, brick, or structural remnants. If the qualified archaeologist determines that the discovery represents a potentially significant cultural resource, additional investigations may be required to mitigate adverse impacts from project implementation. These additional studies may include avoidance, testing, and evaluation or data recovery excavation.	During construction	Qualified Archeologist; City of Shafter Planning Department		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any Tentative Tract Map review. 2. If prehistoric or historic-era cultural materials are discovered, halt all work, and contact a qualified archaeologist to assess finds and recommend procedures. 3. If necessary, implement recommended procedures. 4. Provide summary of all relevant activities to the Planning Department for the record.			

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 25-41 & ZC 25-74 (TTM 7498) Single-Family Residential Development					
No.	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
CUL-2	If human remains are discovered during construction or operational activities, further excavation or disturbance shall be prohibited pursuant to Section 7050.5 of the California Health and Safety Code. The specific protocol, guidelines, and channels of communication outlined by the Native American Heritage Commission, in accordance with Section 7050.5 of the Health and Safety Code, Section 5097.98 of the Public Resources Code (Chapter 1492, Statutes of 1982, Senate Bill 297), and Senate Bill 447 (Chapter 44, Statutes of 1987), shall be followed. Section 7050.5(c) shall guide the potential Native American involvement, in the event of discovery of human remains, at the direction of the county coroner.	During construction	City of Shafter Planning Department; Kern County Coroner (if needed); Native American Heritage Commission (if needed)		
	Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any Tentative Tract Map review. 2. If human remains are uncovered, halt all work and contact the Kern County Coroner to evaluate the remains and follow the appropriate procedures and protocols. 3. If the County Coroner determines that the remains are Native American, the applicant/developer shall contact the Native American Heritage Commission. 4. If Native American human remains are located, the applicant/developer shall implement and comply with the requirements listed in this mitigation measure. 5. Provide summary of all relevant activities to the Planning Department for the record.				

EXHIBIT "A" - Mitigation Monitoring and Reporting Program – GPA 25-41 & ZC 25-74 (TTM 7498) Single-Family Residential Development					
No.	**Mitigation Measure**	**Time Frame for Implementation**	**Responsible Monitoring Agency**	**Date**	**Initials**
CUL-3	If any paleontological resources are encountered during ground disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources, can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County or other appropriate facility regarding any discoveries of paleontological resources.	During construction	Qualified Paleontologist; City of Shafter Planning Department		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any Tentative Tract Map review. 2. Contract a qualified paleontologist, if needed. 3. Perform additional investigations and fossil recovery, if needed. 4. Perform significance evaluation and effectuate recommendations, if needed. 5. Provide summary of all relevant activities to the Planning Department for the record.			
GEO-1	If any paleontological resources are encountered during ground disturbance activities, all work within 25 feet of the find shall halt until a qualified paleontologist as defined by the Society of Vertebrate Paleontology Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources, can evaluate the find and make recommendations regarding treatment. Paleontological resource materials may include resources such as fossils, plant impressions, or animal tracks preserved in rock. The qualified paleontologist shall contact the Natural History Museum of Los Angeles County.	Prior to building permit issuance	City of Shafter Building Department; City of Shafter Planning Department		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any Tentative Tract Map. 2. Provide summary of all relevant activities to the Planning Department for the record.			
GHG -1	Prior to the issuance of building permits, the project will provide proof to the Planning Department that the project scores a minimum of 29 points using the San Joaquin Valley Air Pollution Control District	Prior to building permit issuance	City of Shafter Building Department; City of Shafter Planning Department		

	(SJVAPCD) GHG Emission Reduction Best Performance Standard (BPS) Measures for Development Projects.	**Steps to Compliance:** 3. This mitigation measure shall be incorporated as a condition of approval for any Tentative Tract Map. 4. Provide summary of all relevant activities to the Planning Department for the record.			
TRA -1	Prior to issuance of building permits, the applicant/developer shall either pay or bond for 8.7% of the cost, as determined by the City Engineer, for a future signal at the Shafter Avenue and E. Los Angeles Street intersection.	Prior to building permit issuance	City of Shafter Engineering Department; City of Shafter Planning Department		
		Steps to Compliance: 1. This mitigation measure shall be incorporated as a condition of approval for any Tentative Tract Map. 2. The applicant/developer shall either pay or bond for 8.7% of the cost for the future signal. 3. Provide documentation to the Planning Department for the record.			

ATTACHMENT B
Figures

Figure 1: Regional Map

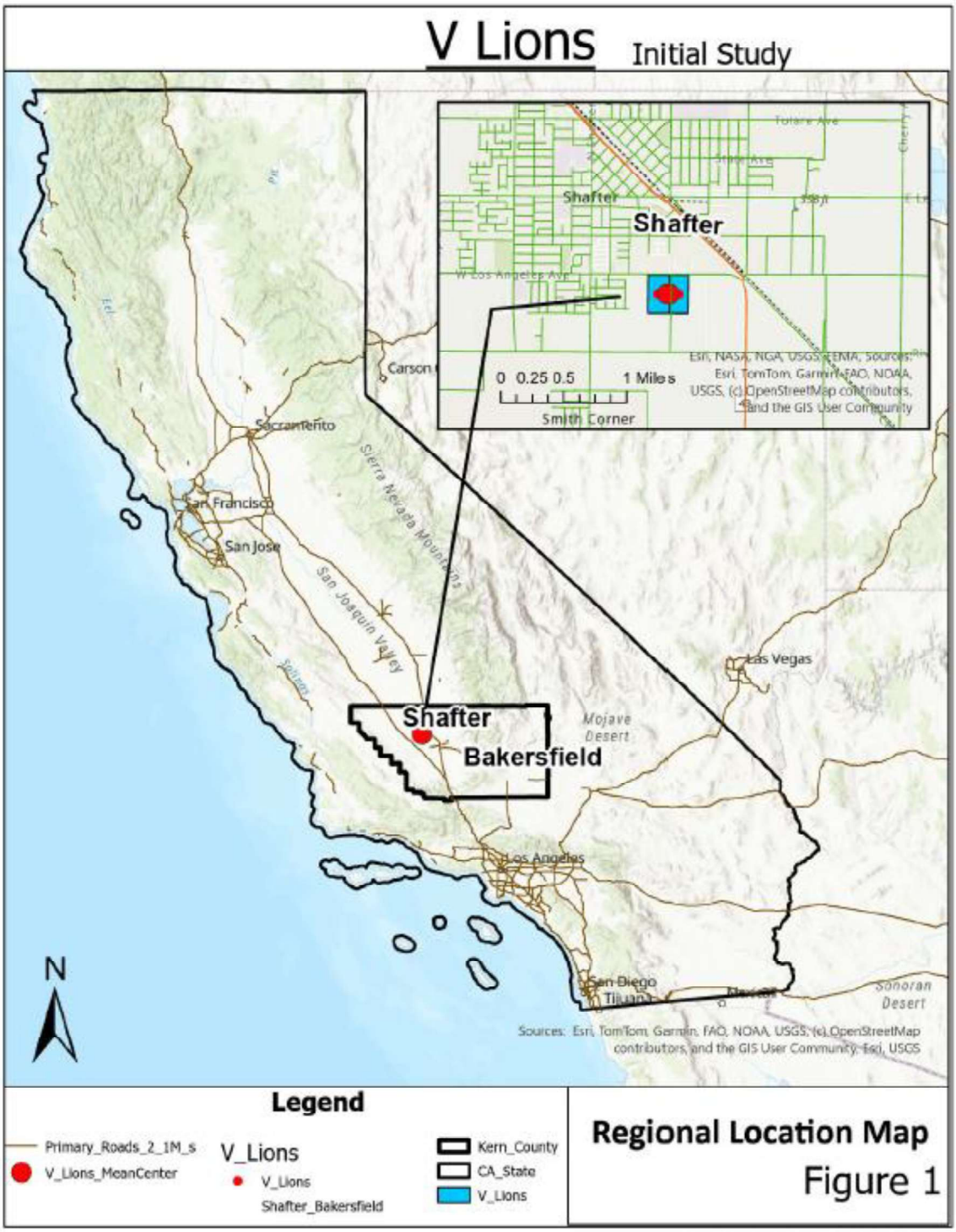


Figure 2: Aerial Overview

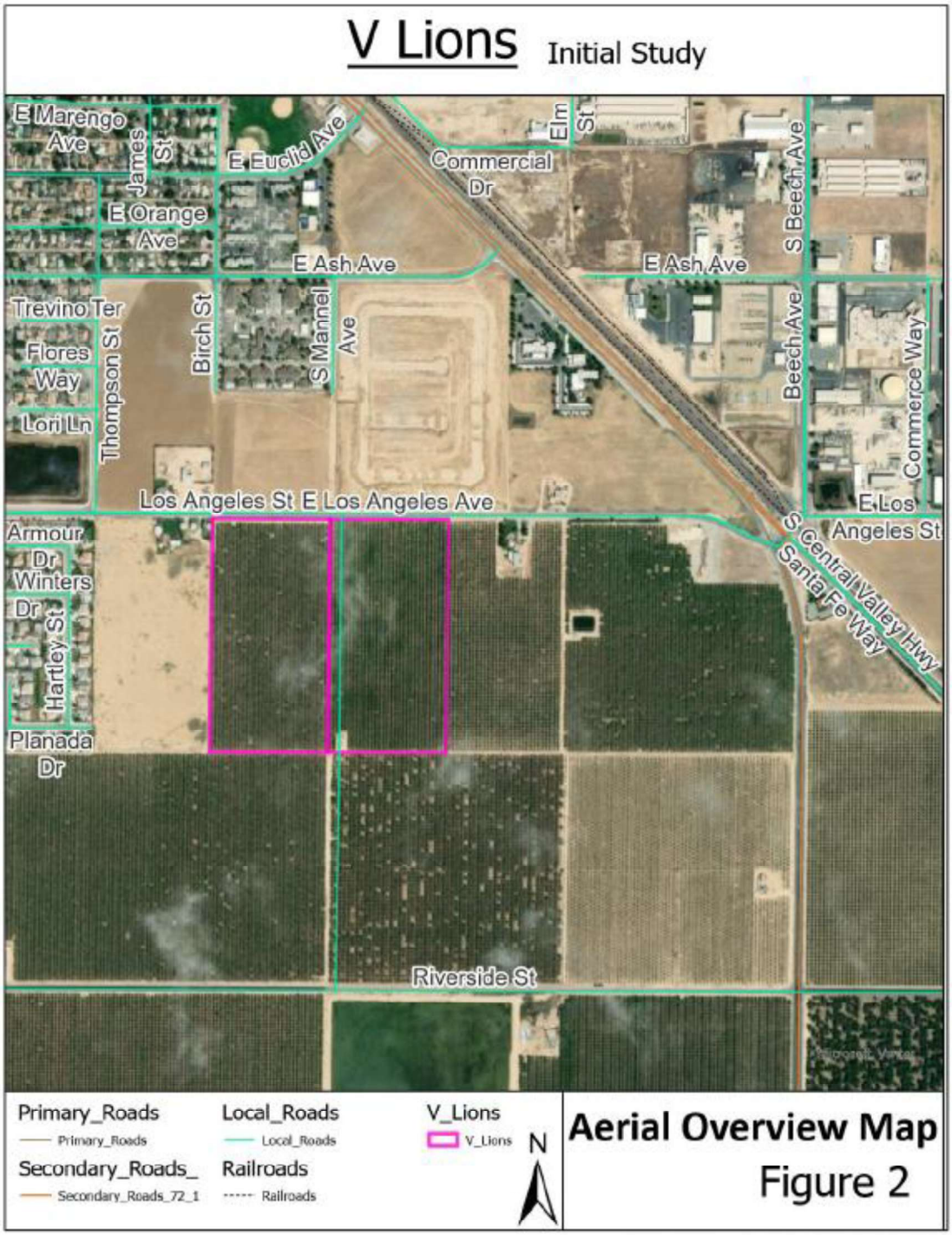


Figure 3: General Plan Land Use

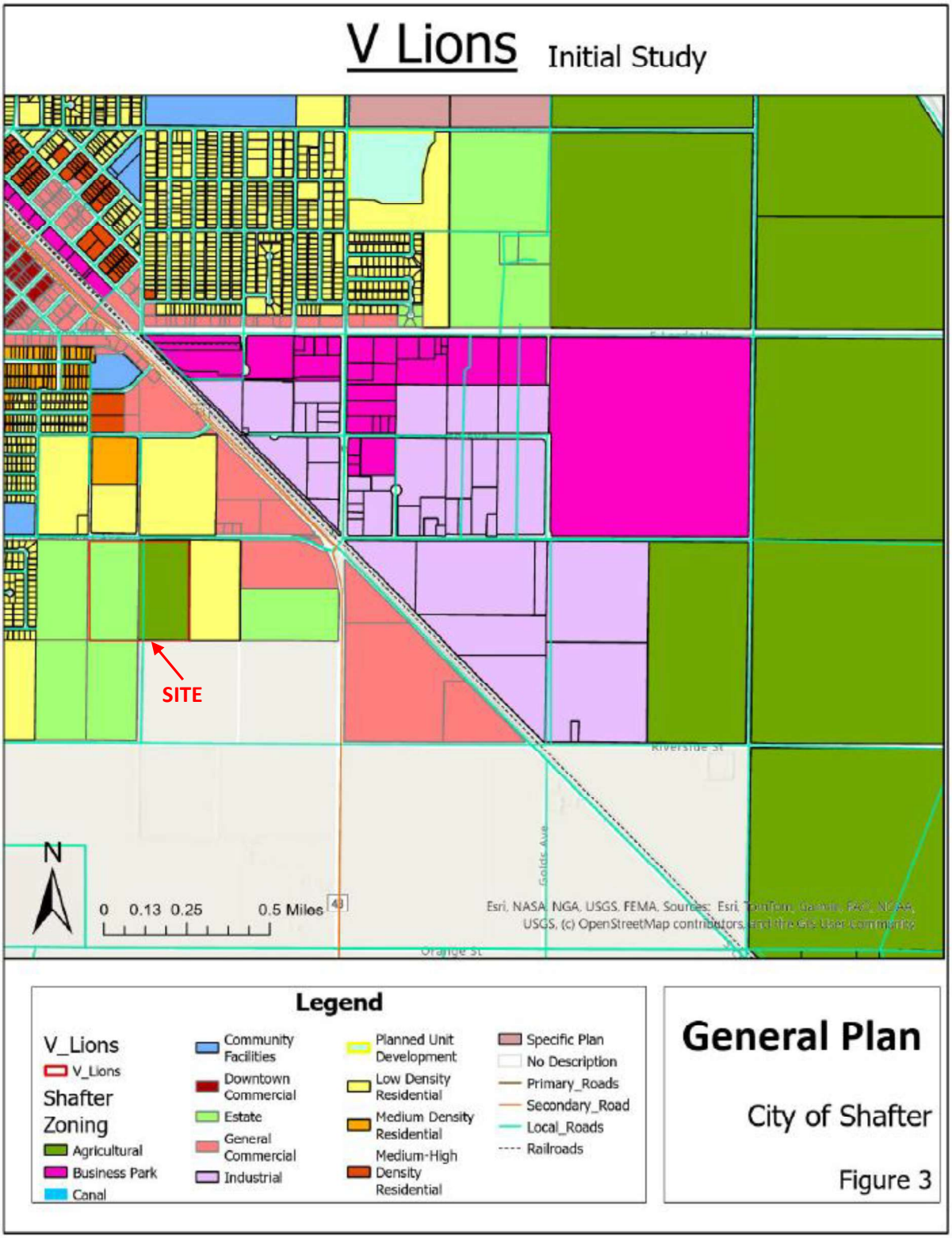
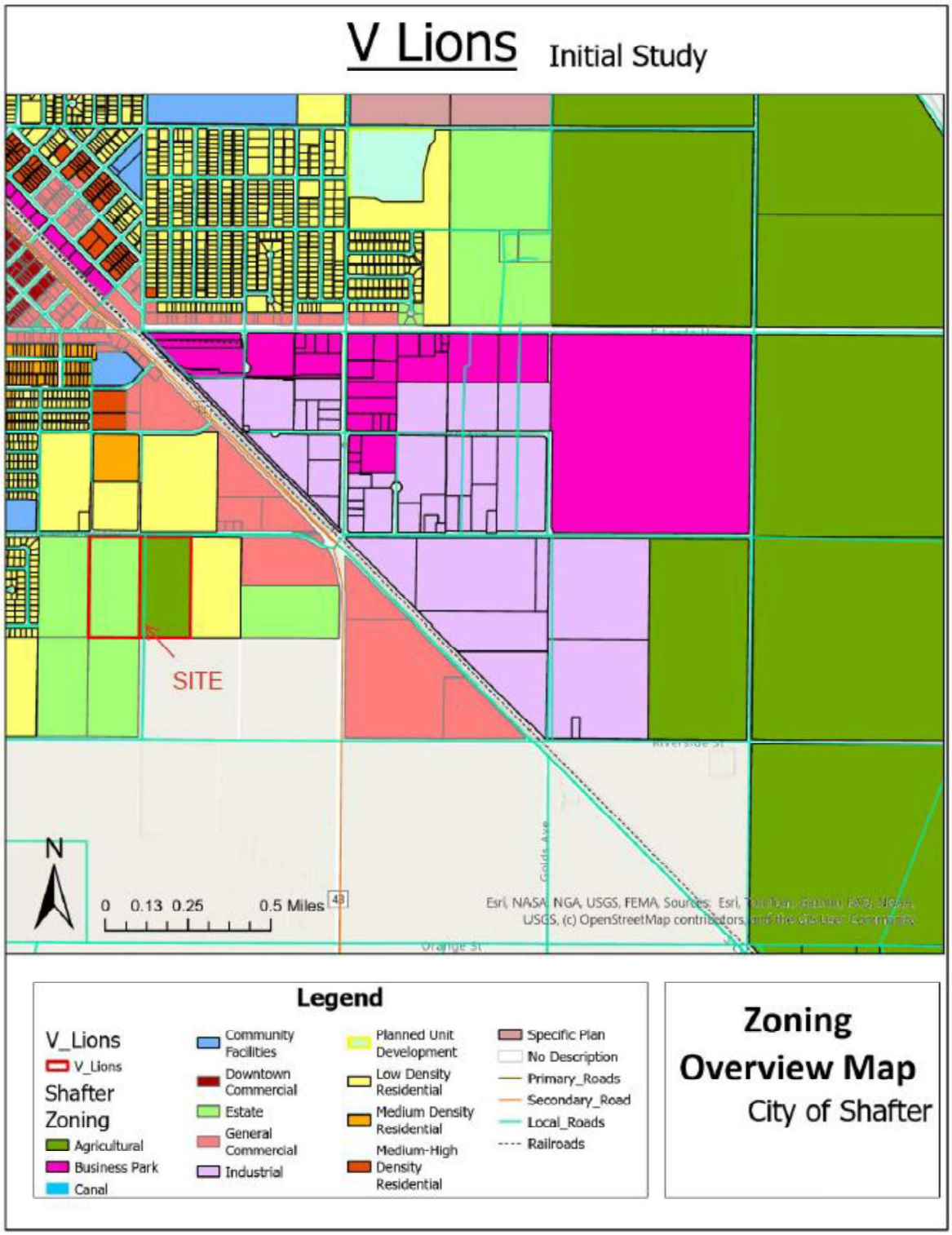


Figure 4: Zoning



Estate and Agricultural

Figure 5: TTM 7498

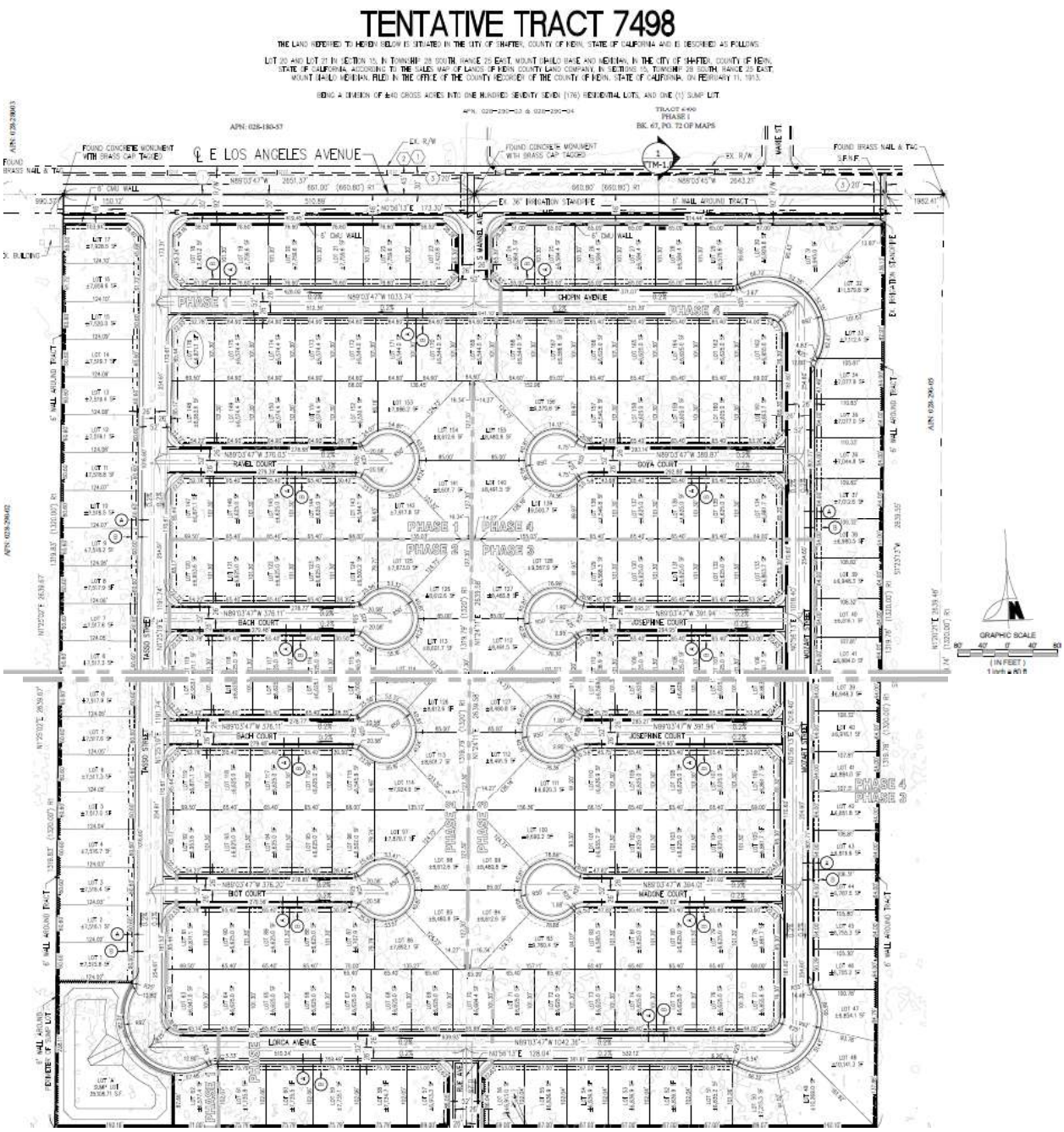


Figure 6: FIRMette

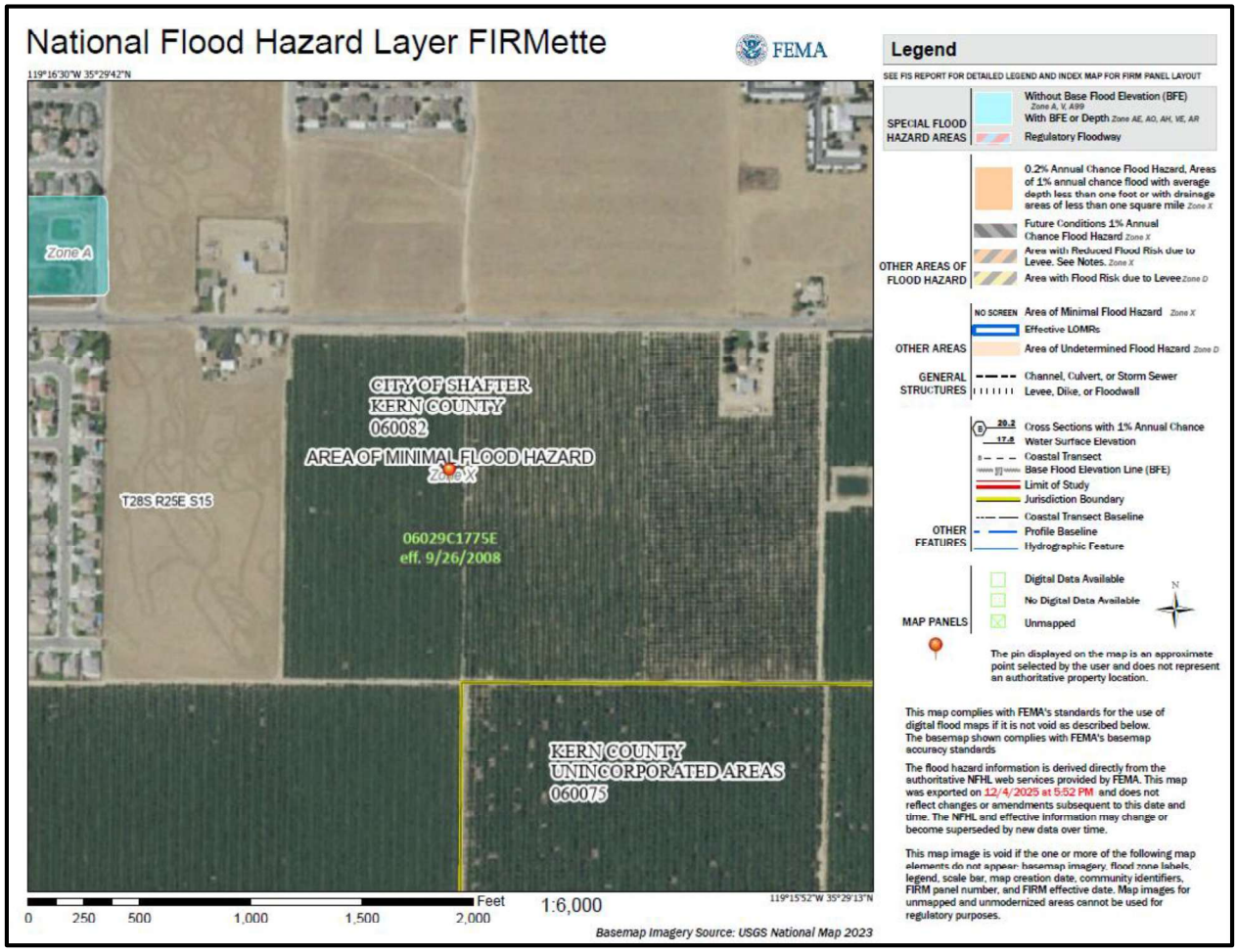


Figure 7: CalGEM 2025 Map

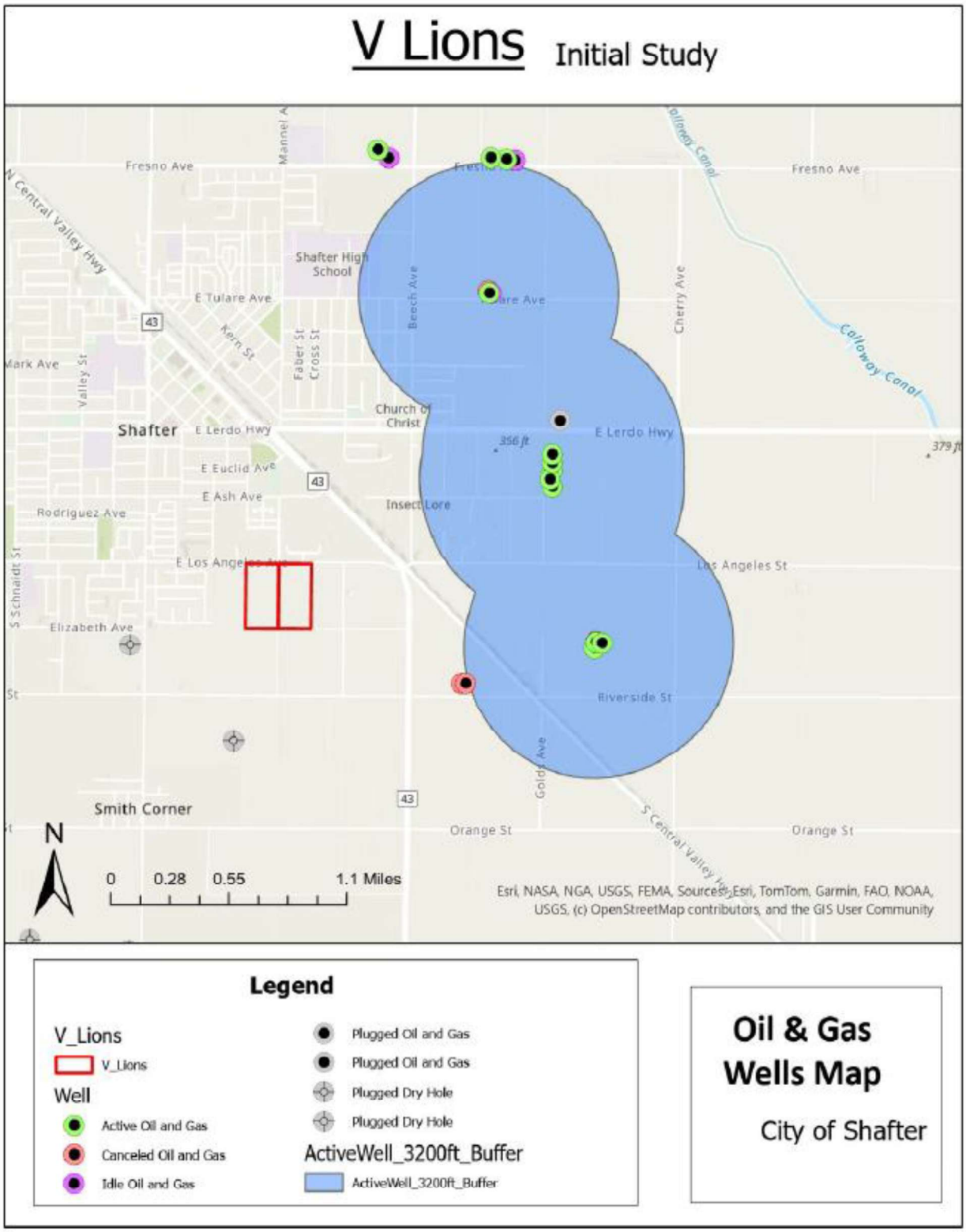
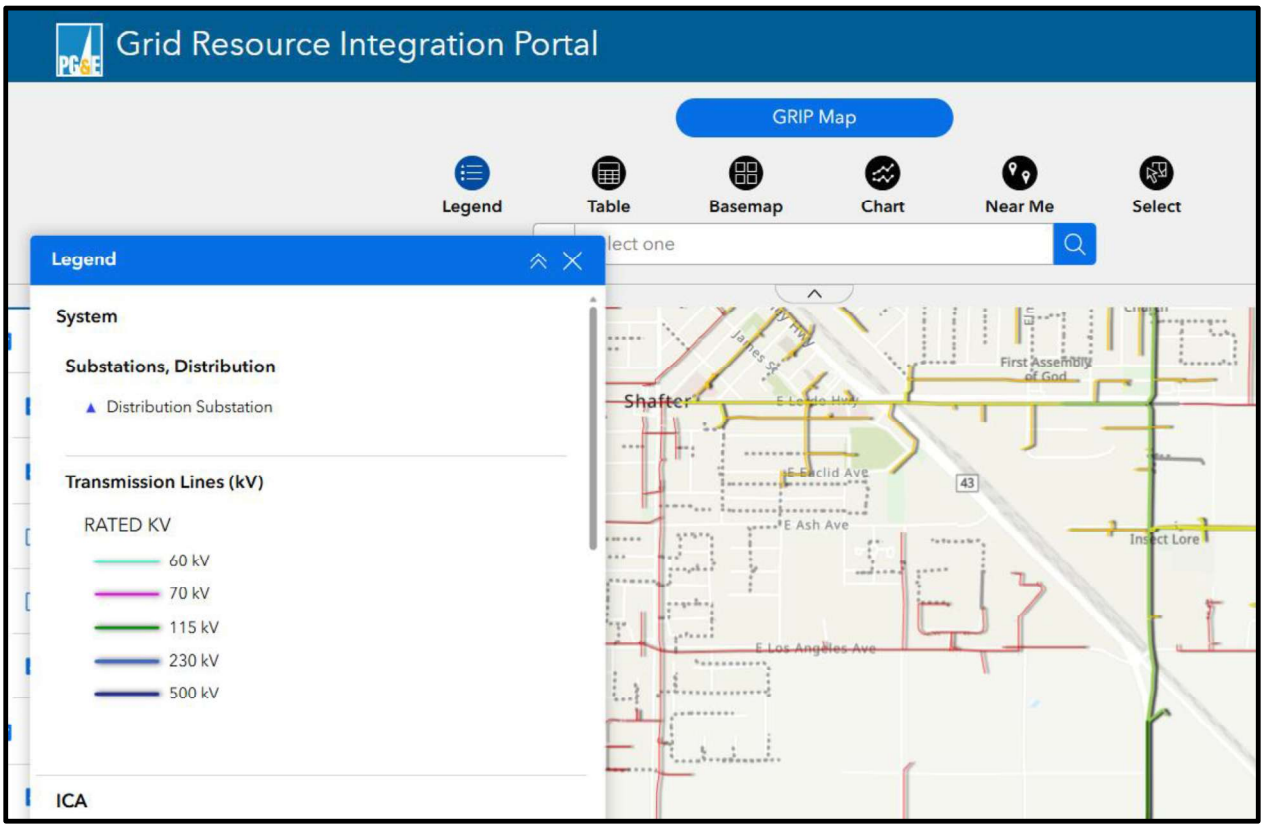


Figure 8: PG&E GRIP Map



RESOLUTION NO. 26-480

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SHAFTER RECOMMENDING APPROVAL OF GENERAL PLAN AMENDMENT NO. 25-41 AND ZONE CHANGE NO. 25-74 TO THE CITY COUNCIL OF THE CITY OF SHAFTER

WHEREAS, the Planning Commission has, at its regularly scheduled meeting on April 14, 2026, studied and considered General Plan Amendment No. 25-41 and Zone Change No. 25-72, a request to amend the general plan designation for one parcel [Assessor's Parcel Number (APN) 028-290-03] from VLDR (Very Low Density Residential) to LDR (Low Density Residential), the other parcel (APN 028-290-04) under consideration is already designated LDR, and change the zone classification for one parcel (APN 028-290-03) from E (Estate) to R-1 (Low Density Residential) and the other parcel (APN 028-290-04) from A (Agricultural) to R-1 on 40.06 total acres for the two parcels located at the southwest and southeast corners of the E. Los Angeles Avenue and S. Mannel Avenue intersection as depicted in Exhibit "A", attached hereto and made a part of this resolution as set forth herein (the "Project"); and

WHEREAS, it was determined that the Project, with mitigation, would not have a significant effect on the environment and therefore, a Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Mitigated Negative Declaration includes enforceable mitigation described in the Mitigation, Monitoring, and Reporting Program ("MMRP"); and

WHEREAS, the Planning Commission has determined that the provisions of CEQA and the State CEQA Guidelines have been followed; and

WHEREAS, the City of Shafter Planning Department (336 Pacific Avenue, Shafter, California) is the custodian of all documents and other materials upon which the environmental determination is based; and

WHEREAS, adoption of a Mitigated Negative Declaration for the Project has been recommended; and

WHEREAS, the Planning Commission has determined that the proposal is consistent with the City of Shafter General Plan; and

WHEREAS, the Planning Commission has determined that it is in the best interest of the City to amend the City of Shafter Zoning Map to enhance the quality of life and to protect the health, safety, and welfare of its citizens by applying orderly development in the City; and

WHEREAS, a timely and properly noticed public hearing for proposed General Plan Amendment No. 25-41 and Zone Change No. 25-74 was held by the Planning Commission of the City of Shafter at a regular meeting on April 14, 2026, at which hearing evidence, oral and documentary, was admitted on behalf of said general plan amendment and zone change.

NOW, THERFORE, BE IT RESOLVED that the Planning Commission of the City of Shafter, in a regular session assembled on the 14th day of April, 2026, resolved to recommend to the City Council approval of General Plan Amendment No. 25-41 and Zone Change No. 25-74 as illustrated in Exhibit "A".

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered forthwith by the Planning Commission Secretary to the City Council of the City of Shafter.

PASSED AND ADOPTED THIS 14th DAY OF APRIL, 2026.

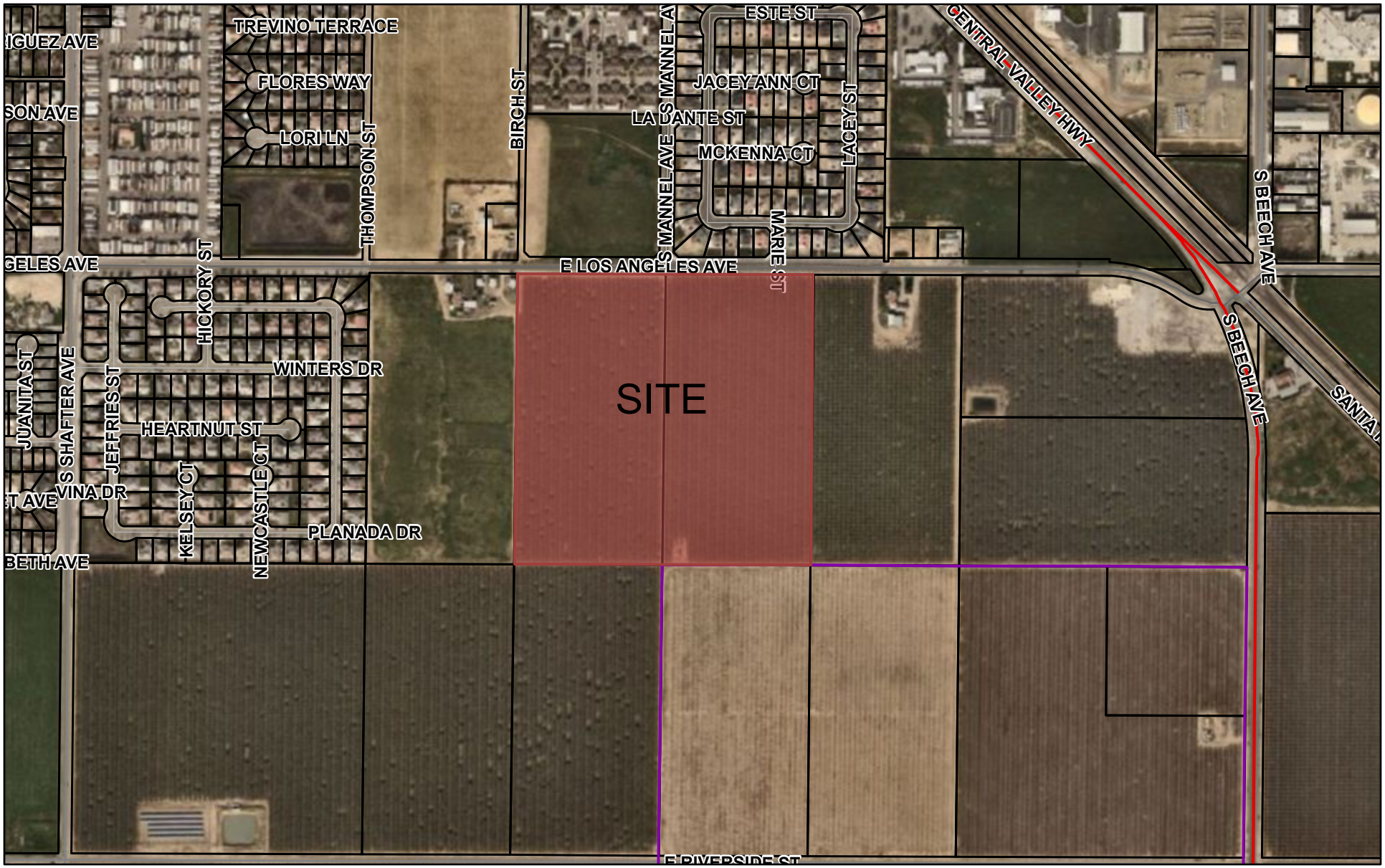
_____
Lovedeep Joshan, Chairman

ATTEST

_____
Yazmina Pallares, City Clerk

Exhibit A

GPA No. 25-41 & ZC No. 25-74



3/13/2026, 11:13:59 AM

Parcels 2025 July 24

Site

Shafter City Limits

Road Centerlines

Arterial

Collector

Highway

Local

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

City of Shafter

City of Shafter | Source: U.S. Census Bureau | County of Kern Planning Department, Bakersfield, California. | Kern County Assessor's Office, Mapping Section

DATE: April 14, 2026

TO: Planning Commission

FROM: Planning Department

SUBJECT: Development Agreement No. 25-22 (Mission Lakes Specific Plan)

RECOMMENDATION:

Commission conduct a public hearing; and adopt Resolution No. 26-481, a Resolution of the Planning Commission of the City of Shafter recommending that the City Council of the City of Shafter adopt Development Agreement No. 25-22 for the Mission Lakes Specific Plan area.

APPLICANT
Land Reserve, Inc. (formerly known as Suburban Land Reserve, Inc.)
51 South Main Street, Suite 301
Salt Lake City, UT 84111
Attn: Danny Owen

Millrose Properties California, LLC
5 River Park Place East, Suite 210
Fresno, CA 93720
Attn: Walter Diamond

7th Standard Ranch Investors LLC
PO Box 82515
Bakersfield, CA 93380
Attn: Tony Hogg and Lee Jamieson

OWNER
Land Reserve, Inc. (formerly known as Suburban Land Reserve, Inc.)
51 South Main Street, Suite 301
Salt Lake City, UT 84111
Attn: Danny Owen

Millrose Properties California, LLC
5 River Park Place East, Suite 210
Fresno, CA 93720
Attn: Walter Diamond

7th Standard Ranch Investors LLC
PO Box 82515
Bakersfield, CA 93380
Attn: Tony Hogg and Lee Jamieson

LOCATION: Located generally on the north side of 7th Standard Road west of the Calloway Canal. See **Exhibit 1**.

PROJECT DATA:

1. General Plan Designation: The land use designation of the site is SP (Specific Plan).
2. Zoning: The site is zoned SP (Specific Plan).
3. Acreage: 1,357 gross acres
4. Other: The specific plan consists of 1) 5,334 single-family and multi-family dwelling units, 2) 68 acres of public parks, 3) 129 acres of commercial development, 4) one 25-acre middle school, 5) one 15-acre elementary school, and 6) 72 acres of road right-of-way.

PROJECT ANALYSIS:

Development Agreement No. 25-22 is being proposed for the completion of the Mission Lakes Specific Plan area located generally on the north side of 7th Standard Road west of the Calloway Canal. The specific plan area includes 1) 5,334 single-family and multi-family dwelling units, 2) 68 acres of public parks, 3) 129 acres of commercial development, 4) one 25-acre middle school, 5) one 15-acre elementary school, and 6) 72 acres of road right-of-way on 1,357 gross acres. The State Legislature adopted Section 65864 et seq. of the Government Code to enable cities to enter into development agreements with applicants for development projects.

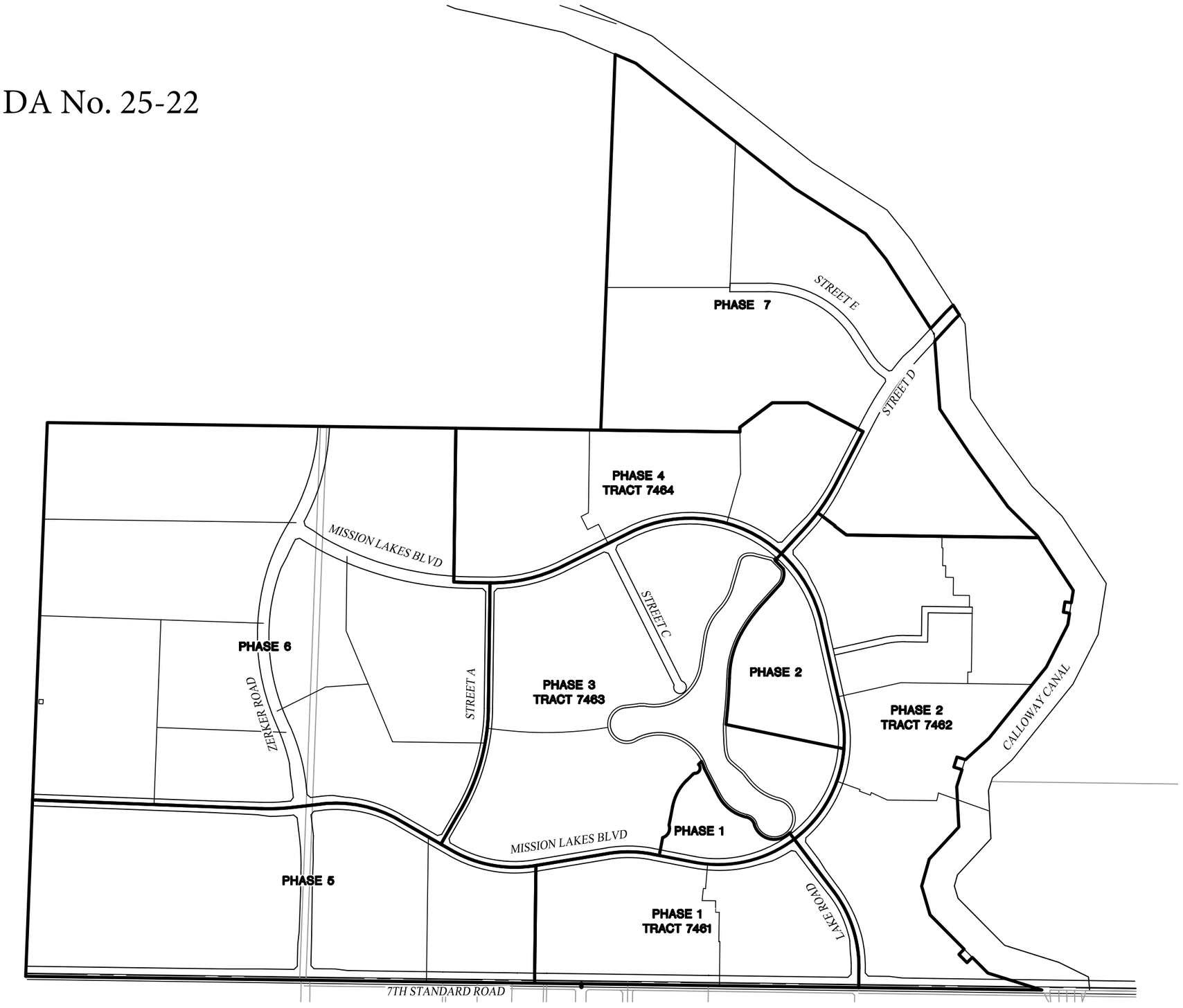
The objective of Development Agreement No. 25-22 (see **Exhibit A of Exhibit 2**) is to provide assurances that, upon approval, the application may proceed with the project in accordance with existing policies, rules, and regulations and subject to conditions of approval, thereby vesting certain development rights to the property. The agreement also ensures that all conditions of approval will proceed in an orderly and economical fashion to the benefit of the City.

CEQA:

The approval of Development Agreement No. 25-22 is within the scope and intensity of the original Mission Lakes Specific Plan analyzed in the Program Environmental Impact Report (EIR) that was certified for the 2005 City of Shafter General Plan Update (SCH No. 2004101029) and an Addendum to the Certified Final Program Environmental Impact Report for the City of Shafter 2005 General Plan Update and Related Actions (State Clearinghouse No. 2004101029) for Development Agreement No. 06-03 (Addendum); Development Agreement No. 06-03 was the previous development agreement for the Mission Lakes Specific Plan area. The certified Program EIR and Addendum adequately describe the environmental effects of developing the Specific Plan area with a maximum of 5,334 approved residential units, and the approval of Development Agreement No. 25-22 does not increase the maximum units. The approval of Development Agreement No. 25-22 will not have a significant effect on the environment that has not already been previously analyzed and therefore, the approval has already been analyzed for purposes of the California Environmental Quality Act (CEQA).

ATTACHMENTS	**EXHIBIT**
Site Map	1
Resolution No. 26-481	2

Mission Lakes DA No. 25-22



N

0' 1000'

SCALE: 1"= 1000'

MISSION LAKES DEVELOPMENT AGREEMENT
EXHIBIT "E"
PUBLIC IMPROVEMENT PHASING PLAN
PHASE MAP

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA
© COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.

PROJECT NO.:	210045
DRAWN BY:	RLG
QA/QC BY:	CW
SCALE:	AS SHOWN
SHEET NO.:	1 OF 8

L:\PROJECTS\2021\210045\ACAD\EXHIBITS\DEVELOPMENT AGREEMENT\210045-DA-MAPS.DWG 3/24/2025 4:34 PM

RESOLUTION NO. 26-481

A RESOLUTION OF THE PLANNING COMMISION OF THE CITY OF SHAFTER RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF SHAFTER ADOPT DEVELOPMENT AGREEMENT NO. 25-22 FOR THE MISSION LAKES SPECIFIC PLAN AREA

WHEREAS, the City Council is authorized to enter into binding development agreements with persons have legal or equitable interest in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, the City Council has adopted rules and regulations ("Development Agreement Procedures") for consideration of development agreements, pursuant to Section 65865, et seq. of the Government Code (the "Development Agreement Law"); and as further provided in Section 2.70 ("Development Agreements"), Chapter 2, Title 17 of the Shafter Municipal Code; and

WHEREAS, Land Reserve, Inc.; Millrose Properties California, LLC; and 7th Standard Ranch Investors LLC (collectively, "Owners") have represented to the City of Shafter ("City") that they are the owner of the real property ("Property") described in Exhibit "A" of Development Agreement No. 25-22 ("Agreement"), attached hereto and incorporated herein by this reference, which Property is located within the City of Shafter, County of Kern, State of California; and

WHEREAS, the Owners have requested that the City enter into a development agreement with the Owners, thereby initiating these proceedings which have been taken into accordance with the Development Agreement Procedures; and

WHEREAS, The Agreement is being proposed for the completion of Mission Lakes Specific Plan area and replaces a previous Development Agreement No. 06-03 dated October 11, 2006, and recorded January 22, 2007, as Entry No. 0207015743 in the office of the Kern County Recorder; and

WHEREAS, the purpose of the subject development agreement is to provide for payment of park fees, traffic fees, and other fees and requirements established by the City of Shafter; and

WHEREAS, the Agreement is consistent with the City of Shafter General Plan; and

WHEREAS, by entering into this Agreement, the City of Shafter binds future City Councils of the City by the obligations specified herein, and limits the future exercise of certain governmental and proprietary powers of the City; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by the City Planning Commission, and have been found to be fair, just, reasonable, and consistent with the City of Shafter General Plan; and

EXHIBIT 2

WHEREAS, the Planning Commission's recommendation for all actions to be taken and approvals to be given by the City are in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters in accordance with the Development Agreement Law and Development Agreement Procedures; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements authorized under Sections 65864, et seq. of Government Code are intended; and

WHEREAS, the development of the Property in accordance with this Agreement will provide substantial benefits to the City and will further important goals and policies of the City of Shafter, and

WHEREAS, the Owner has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, the Owner has incurred and will in the future incur costs more than the generally applicable requirements to assure vesting of legal rights to develop the Property in accordance with this Agreement; and

WHEREAS, the City has determined that approval of the Agreement has already gone through previous California Environmental Quality Act ("CEQA") review via the Program Environmental Impact Report ("EIR") that was certified for the 2005 City of Shafter General Plan Update (SCH No. 2004101029) and an Addendum to the Certified Final Program Environmental Impact Report for the City of Shafter 2005 General Plan Update and Related Actions (State Clearinghouse No. 2004101029) for Development Agreement No. 06-03 ("Addendum"); and

WHEREAS, the certified Program EIR and Addendum adequately describe the environmental effects of developing the Specific Plan area with a maximum of 5,334 approved residential units, and the approval of the Agreement does not increase the maximum units and therefore, the Agreement will not have a significant effect on the environment that has not already been previously analyzed; and

WHEREAS, the certified Program EIR and Addendum adequately describe the environmental impacts of the Mission Lakes Specific Plan; and

WHEREAS, a timely and properly noticed public hearing for Resolution No. 26-481 (Development Agreement No. 25-22) was held by the Planning Commission of the City of Shafter on April 14, 2026, at which hearing evidence, oral and documentary, was admitted on behalf of said Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Shafter, in a regularly scheduled meeting assembled on the 14th day of April, 2026, resolved to recommend that the City Council adopt Development Agreement No. 25-22 as set forth in attached Exhibit "A" of this Resolution.

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered forthwith to the City Council of the City of Shafter.

PASSED AND ADOPTED THIS 14TH DAY OF APRIL, 2026.

_____
Lovedeep Joshan, Chairman

ATTEST:

_____
Yazmina Pallares, City Clerk

Exhibit A

RECORDED AT REQUEST OF
CITY OF SHAFTER

WHEN RECORDED RETURN TO:

City of Shafter
336 Pacific Avenue
Shafter, CA 93263
Attention: City Clerk

Exempt from Filing Fees Gov. Code Section 27383

MISSION LAKES SPECIFIC PLAN
DEVELOPMENT AGREEMENT NO. 25-22

between

CITY OF SHAFTER

a California municipal corporation

and

Suburban Land Reserve, Inc., a Utah corporation; Millrose Properties California, LLC, a California Limited Liability Company; and 7th Standard Ranch Investors LLC, a California limited liability company

Exhibit "1" of Resolution No. 26-_____

ARTICLE 1. PARTIES AND EFFECTIVE DATE

This Development Agreement ("Agreement") is entered into between (i) THE CITY OF SHAFTER, a California municipal corporation ("City") and (ii) Suburban Land Reserve, a Utah corporation; Millrose Properties California, LLC, a California limited liability company; and 7th Standard Ranch Investors LLC, a California limited liability company (collectively, "Owner"). This Agreement shall become effective on the Effective Date.

ARTICLE 2. RECITALS

2.1 City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, *et seq*. of the Government Code (the "Development Agreement Law"); and

2.2 City has adopted rules and regulations for consideration of development agreements, pursuant to Section 65865 (the "Development Agreement Procedures") for consideration of development agreements, pursuant to Section 65864, *et seq*. of the Government Code (the "Development Agreement Law"); and as further provided in Section 2.70 ("Development Agreements"), Chapter 2, Title 17 of the Shafter Municipal Code; and

2.3 Owner is the owner of the real property described in Exhibit "A", attached hereto and incorporated herein by this reference, which property is located within the City of Shafter, County of Kern, State of California; and

2.4 Owner has requested that City enter into a development agreement, and proceedings have been taken in accordance with the rules and regulations of City; and

2.5 By entering into this Agreement, City binds the City and future City Councils of City by the obligations specified herein, and limits the future exercise of certain governmental and proprietary powers of City; and

2.6 The terms and conditions of this Agreement have undergone extensive review by City and the City Council and have been found to be fair, just and reasonable and consistent with the City's General Plan and any applicable specific plan; and

2.7 All of the requirements of the California Environmental Quality Act have been met with respect to the Project and City has reviewed, considered and, on June 21, 2005, adopted the Final Environmental Impact Report for the 2005 General Plan Update that included the Mission Lakes Specific Plan as adequate and complete; and

2.8 This Agreement and the Project are consistent with the Shafter General Plan; and

2.9 All actions taken and approvals given by City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters in accordance with the Development Agreement Law and Development Agreement Procedures; and

2.10 Development of the Property in accordance with this Agreement will provide substantial benefits to City and will further important policies and goals of City; and

2.11 This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under the Development Agreement Law are intended; and

2.12 Owner has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

2.13 Owner has incurred and will in the future incur costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement; and

2.14 On _____, the Planning Commission of the City, following a duly noticed public hearing, recommended adoption of this Agreement to the City Council in accordance with the Development Agreement Law and Development Agreement Procedures; and

2.15 On _____, at a duly noticed public hearing, the City Council of the City introduced **Ordinance No. _____** approving and adopting this Agreement and authorizing its execution by the City. The City further, at its _____, meeting approved the second reading of said Ordinance.

ARTICLE 3. AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 4. DEFINITIONS AND EXHIBITS

4.1 **Definitions**. The following terms when used in this Agreement shall be defined as follows:

4.1.1 "**Agreement**" means this Development Agreement.

4.1.2 "**City**" means the City of Shafter, a California municipal corporation.

4.1.3 "**Days**" means calendar days unless otherwise specified.

4.1.4 "**Dedicate**" is defined in Section 7.8.

4.1.5 "**Development**" means the improvement of the Property for the purposes of completing single-family and multiple-family dwelling units, improvements and facilities comprising the Project including, but not limited to: grading, the construction of infrastructure and public facilities related to the Project whether located within or outside the Property, the construction of single-family and multiple-family dwelling units, and the installation of required

landscaping. "Development" includes, without limitation, the right to maintain, repair, or reconstruct any private building, structure, improvement or facility after the construction and completion thereof; provided, however, that such maintenance, repair, or reconstruction takes place within the term of this Agreement on parcels subject to it.

4.1.6 "**Development Approvals**" means all permits and other entitlements required for the development and/or use of the Property and which are subject to approval or issuance by City in connection with the Development of the Property.

"Development Approvals" specifically do not include this Agreement.

4.1.7 "**Development Exactions**" mean, except as otherwise provided in this Agreement, all exactions, in lieu fees or payments (including but not limited to impact mitigation fees) or dedication or reservation of land requirements, obligations for on-site or off-site improvements or construction requirements of a type not normally regarded as subdivision improvements, mitigation measures in connection with environmental review, or impositions made under other rules, regulations, or official policies of the City or in order to make a Development Approval consistent with the Mission Lakes Specific Plan, including without limitation, any requirements of City in connection with or pursuant to any Land Use Regulation or Development Approval for the development of land, the construction of improvements for public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. Development Exactions shall not include filing fees or other Processing Fees.

4.1.8 "**Development Plan**" means the Existing Development Approvals and the Existing Land Use Regulations applicable to the Development of the Property.

4.1.9 "**Effective Date**" means the 30th day after the second reading of the City Council ordinance which adopts and approves this Agreement, unless timely referendum proceedings to set aside the ordinance adopting this Agreement are commenced, in which case the occurrence of the Effective Date shall be postponed until the final disposition of the referendum, including the disposition of any judicial proceedings commenced with respect thereto.

4.1.10 "**Existing Development Approvals**" means the Mission Lakes Specific Plan, as amended by Specific Plan Amendment 23-09, adopted by the City on July 16, 2024 and the Final Environmental Impact Report.

4.1.11 "**Existing Land Use Regulations**" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations include, without limitation, the Mission Lakes Specific Plan and all other regulations of the City which are a matter of public record on the Effective Date.

4.1.12 "**Final Environmental Impact Report**" means the Final Environmental Impact Report (SCH No. 2002101029) for the 2005 General Plan Update that included the Mission Lakes Specific Plan.

4.1.13 "**Land Use Regulations**" means all ordinances, resolutions, codes, rules, regulations and official policies of City legally adopted in accordance with all applicable laws

governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and all Development Exactions, the phasing or timing of development, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property as they may be modified by the Development Approvals. "Land Use Regulations" includes those land use regulations in the General Plan but does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

(a) The conduct of businesses, professions, and occupations;

Other than as provided in this Agreement, taxes and assessments of general application, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g. excise tax) or to directly finance the construction or maintenance of any public improvement in respect of which Owner is paying any fee or providing any improvement pursuant to Article 7 hereof;

(b) The control and abatement of nuisances;

(c) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

(d) The exercise of the power of eminent domain.

4.1.14 "**Mortgagee**" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

4.1.15 "**Owner**" means collectively Suburban Land Reserve, a Utah corporation; Millrose Properties California, LLC, a California limited liability company; and 7th Standard Ranch Investors LLC, a California limited liability company; and permitted successors in interest to all or any part of the Property.

4.1.16 "**Processing Fees**" means the normal and customary application, filing, plan check, and permit fees for land use approvals, design review, tree removal permits, building permits, demolition permits and other similar permits and entitlements, and inspection fees, which fees are charged to reimburse the City's expenses attributable to such applications, processing, permitting, review and inspection and which are in force and effect on a general basis at such time as said approvals, permits, review, inspection or entitlements are granted or conducted by City.

4.1.17 "**Project**" means the future development of the entirety of the public and private improvements on the Property in a manner consistent with the Mission Lakes Specific Plan, as such Plan may be further defined, enhanced or amended pursuant to the provisions of this Agreement.

4.1.18 "**Property**" means the real property described on Exhibit "A" and shown on the map included as Exhibit "B" to this Agreement.

4.1.19 "**Public Improvements**" means those Public Improvements described in Section 7.5 of this Agreement.

4.1.20 "**Public Improvement Obligations**" means the obligation to construct and/or suitably guarantee the construction of and Dedicate those certain public improvements specifically described in Section 7.5 of this Agreement and the real property interests associated therewith.

4.1.21 "**Public Improvement Phasing Plan**" means Owner's currently contemplated phasing of Development for the Property and associated public improvements for each phase of development, including roadway improvements and wet and dry utility infrastructure, as depicted and described by Exhibit E of this Agreement.

4.1.22 "**Reservations of Authority**" means the rights and authority excepted from the assurances and rights provided to Owner under this Agreement and reserved to City including, without limitation, those rights and authorities described in Section 6.5 of this Agreement.

4.1.23 "**Subsequent Development Approvals**" means all Development Approvals required after the Effective Date in connection with development of the Property, including without limitation, approval of tentative and final subdivision maps, design review approvals, subdivision improvement agreements which require the provision of bonds or other securities, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other discretionary or non-discretionary permits or approvals necessary, convenient or appropriate for the grading, construction, marketing, use and occupancy of the Project within the Property at such times and in such sequences as Owner may choose consistent with the Mission Lakes Specific Plan and this Agreement.

4.1.24 "**Subsequent Land Use Regulations**" means any Land Use Regulations or any amendments to the Mission Lakes Specific Plan legally adopted and effective after the Effective Date of this agreement.

Other initially capitalized terms appearing in this Agreement shall have the meaning given to them at the point at which they first appear.

4.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A"	-	Legal Description of the Property
Exhibit "B"	-	Map of Property and Ownership Information
Exhibit "C"	-	Current Mission Lakes Specific Plan
Exhibit "D"	-	Form of Assignment and Assumption Agreement

Exhibit "E"	-	Public Improvement Phasing Plan
Exhibit "F"	-	Mission Lakes Specific Plan Park Improvements

ARTICLE 5. GENERAL PROVISIONS.

5.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Subject to the Owner's receipt of all Development Approvals relative thereto, the Development of the Property is hereby authorized and shall, except as otherwise provided in this Agreement, be carried out only in accordance with the terms of this Agreement.

5.2 Fee Interest in Property. Owner represents, covenants and warrants that as of the Effective Date it is the sole holder of fee simple absolute title to the Property, excepting those well sites identified by Exhibits A and B, which are owned by the North Kern Water Storage District, which is not a Party to this Agreement.

5.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of ten (10) years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement.

5.4 Assignment, Sale and Transfer of Interest in the Property and this Agreement.

5.4.1 Right to Assign.

(a) Owner shall have the right to assign Owner's rights and obligations under this Agreement, but only in connection with the concurrent sale, assignment, ground lease, encumbrance, or other transfer (collectively, a "Transfer") of all or any portion of the Property. Upon (1) any Transfer of all or any portion of the Property, (2) the express assumption of Owner's obligations, including but not limited to a proportional share (with respect to the portion of the Property being transferred) of Owner's obligations under this Agreement regarding the payment of Development Impact Fees and construction of Public Improvements as described by Section 7.5 of this Agreement and as depicted and described by Exhibit E of this Agreement by such transferee, and (3) City's prior written consent, which consent shall not be unreasonably withheld, in a form such as the example "Form of Assignment and Assumption Agreement" document in Exhibit D, Owner shall be relieved of and from further liability or responsibility for compliance with the obligations arising under this Agreement (with respect to the portion of the Property being transferred), and City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such transferee; provided however, that the City shall look solely to Owner for compliance with the provisions of this Agreement as such provisions relate to the portion of the Property not so transferred. In order to permit City to make an informed decision to approve or disapprove a proposed assignment of Owner's rights and obligations under this Agreement, or any partial assignment thereof, City may reasonably require the proposed transferee (other than an Owner Affiliate, defined hereinafter) to submit financial statements and evidence of its fitness, experience and ability (or that of its senior managerial personnel) to comply with the obligations being assumed. Notwithstanding anything to the contrary in this Section 5.4.1, no consent shall be required for any assignment to an "Owner Affiliate"; provided, however, that all conditions and

provisions of subsection (b) of this Section 5.4.1 have been satisfied except as otherwise expressly provided in Section 5.4.1(b). The term "Owner Affiliate" shall mean any of the following:

(i) any member of Owner or any shareholder or shareholders of any member who own(s) and control(s), directly or indirectly, fifty percent (50%) or more of the common stock of such member ("Owner Member")

(ii) any general or limited partnership in which Owner or an owner partner, individually or collectively, is/are the managing general partner of such partnership.

(iii) any limited liability company in which Owner or an owner member, individually or collectively, is/are the managing member of such limited liability company, or control, directly or indirectly, fifty-one percent (51%) or more of the ownership interest in such limited liability company.

(b) City's consent to an assignment by Owner under this Section 5.4.1 shall not be unreasonably withheld provided (i) Owner notifies City at least forty-five (45) business days prior to the date of such assignment, (ii) the transferee (including any Owner Affiliate) expressly assumes Owner's obligations (with respect to the portion of the Property being transferred) under this Agreement, and (iii) prior to the date of such assignment the transferee (including any Owner Affiliate) posts cash, surety bonds, letters of credit or other collateral reasonably acceptable to City and equivalent to any security previously provided by Owner to City to secure the transferee's performance of its obligations with respect to the portion of the Project being acquired by such transferee and of all required Public Improvements (with respect to the portion of the Property being transferred). Notwithstanding clause (iii) in the preceding sentence, where adequate surety bonds, letters of credit or other collateral has already been provided by Owner and the Owner and such transferee choose to not substitute surety bonds, letters of credit or other collateral in accordance with clause (iii), the City's consent shall not be withheld provided the following conditions are met: (1) Owner shall not reduce any of the surety bonds, letters of credit or other collateral previously provided; and (2) Owner shall cause to be named in any instrument establishing rights of the City under any such surety bonds, letters of credit or other collateral the transferee as the obligee thereunder. In such event, and notwithstanding Section 5.4.1(c) below, the surety bonds, letters of credit or other collateral previously provided by Owner shall not be reduced. Any notification under (i) above shall be forwarded, in writing, to the City Manager with a copy to the City Attorney. It is understood and agreed that, until all of the conditions set forth in clauses (i), (ii) and (iii) immediately hereinabove have been performed, Owner shall not be relieved of and from liability or responsibility for compliance with the obligations arising under this Agreement with respect to the portion of the Project being transferred. In order to permit City to determine the amount and type of collateral that will be reasonably acceptable, City may, as part of its rights under this Section 5.4.1 above, reasonably require the proposed transferee (excepting an Owner Affiliate) to submit financial statements and evidence of its fitness, experience and ability (or that of its senior managerial personnel) to comply with the obligations being assumed.

(c) With respect to any permitted assignment pursuant to the provisions of this Section 5.4.1, City shall release Owner from its obligations under this Agreement and any other agreements or undertakings pertaining to the transferred portion of the Project, and release to Owner any bonds or other security posted to secure obligations under such agreements or

undertakings, provided the transferee expressly assumes the obligations under such agreements and substitutes bonds or other security acceptable to City in place of the security to be released.

(d) Nothing contained in this Section 5.4.1 shall prevent a Transfer of the Property, or any portion thereof, to a lender as a result of a foreclosure or deed in lieu of foreclosure, and any successor in interest (including the lender) acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure shall take such Property subject to the rights and obligations of Owner under this Agreement; provided, however, in no event shall such successor in interest (including the lender) be liable for any defaults or monetary obligations of Owner arising under this Agreement prior to acquisition of title to the Property by such successor in interest, and provided further, in no event shall any such successor in interest be entitled to a building permit or occupancy certificate until all fees due under this Agreement relating to the portion of the Property acquired by such successor in interest have been paid to City and until any other default relating to the portion of the Property acquired by such successor in interest has been cured.

(e) Any amendment to this Agreement between City and a transferee shall only affect the portion of the Property owned by such transferee, and a default by such transferee shall only affect that portion of the Property owned by such transferee.

5.4.2 Subsequent Assignment. Any subsequent assignment after an initial assignment shall be made only in accordance with and subject to the terms and conditions of Section 5.4.1.

5.4.3 Termination of Agreement with Respect to Individual Lots and Units.

5.4.3.1 Release of Subdivided Lots. Any other provisions of this Agreement notwithstanding, this Agreement shall terminate with respect to any lot, or, as to common areas in common interest subdivision, upon the sale of the first unit, and such lot or unit shall be released and no longer subject to this Agreement without need for the execution or recordation of any further document, upon satisfaction of both of the following conditions.

(i) The lot or unit has been finally subdivided and individually (and not in "bulk") sold or leased to a member of the public or other ultimate user; and

(ii) A certificate of occupancy has been issued for a building on the lot. No such release approved pursuant to this Subsection 5.4.3.1 shall cause or otherwise affect a release of Owner from its duties and obligations under this Agreement as to the remainder of the Property owned by Owner.

(iii) The fees set forth in Section 7.2 have been paid in full to the City for the lot.

5.4.3.2 Partial Release of Purchaser, Transferee or Assignee of a Lot. If a purchaser, transferee or assignee of a lot (i) which has been finally subdivided as provided for in the Agreement and for which a design review for development of the lot has been approved and all onsite improvements and Public Improvements have been finally constructed pursuant to the Agreement or, (ii) if such improvements and design review has not been approved, but the lot is a

subdivided lot and the conditions of approval of the subdivision map are secured to the reasonable satisfaction of City for the performance of the improvement obligations applicable to the lot, then City shall release said lot from the obligations under this Agreement relating to all other portions of the Property. No such release approved pursuant to this Section 5.4.3.2 shall cause or otherwise affect a release of Owner from its duties and obligations under this Agreement as to the remainder of the Property owned by Owner.

5.5 Amendment or Cancellation of Agreement. This Agreement may be amended, modified or canceled in whole or in part only by the following means:

(a) As provided in Section 6.4;

(b) Pursuant to Government Code Section 65869.5, as necessary to comply with state or federal laws or regulations enacted after the Effective Date; provided, however, that this Agreement shall remain in full force and effect to the extent that it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render the remaining provisions of this Agreement impractical to enforce; or

(c) By mutual written consent of both the City and the Owner pursuant to Government Code Section 65868, following all required public notices and hearings and Planning Commission and City Council approval; provided, however, that within the limits of the authority granted to him or her, the City's Planning Director may make the following minor modifications to this Agreement without the need for formal action by the City's Planning Commission or City Council;

(i) Minor modifications of schematic plans approved by the City; and

(ii) Minor modifications that do not alter the terms of this Agreement, the permitted uses, density or intensity of uses, maximum height or size of buildings, provisions for reservations or dedication of land, conditions, terms, restrictions and requirements relating to Subsequent Development Approvals, and monetary contributions by the Owner.

5.6 Automatic Termination. This Agreement shall automatically terminate and be of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 5.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure pursuant to Section 65867.5 overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by City or applicable public agency of all required Dedications and improvements.

(e) Upon the default of Owner or City to the extent provided in Article 9 and Article 10, respectively.

(f) The entry of a final judgment (or a decision on any appeal therefrom) voiding the Mission Lakes Specific Plan or any element thereof, which judgment or decision would preclude development of the Project, but only if the City is unable to cure such defect in the Mission Lakes Specific Plan or element within one hundred and eighty (180) days from the later of entry of final judgment or decision on appeal.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property unless such land use entitlements are conditioned upon the continued existence of this Agreement or upon the construction of improvements or the payment of fees described in this Agreement and Owner fails to construct such improvements or pay such fees as required in the conditions to the land use entitlements or this Agreement. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination, or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination, or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, all fees paid pursuant to Article 7 of this Agreement by Owner to City for buildings on which construction has not yet begun shall either, at City's option, be refunded to Owner by City; or applied as a credit to future development fees due from Owner, provided, however that Owner may designate another party to receive such refund or credit. Notwithstanding anything to the contrary in this Section 5.6, Owner shall receive any applicable fee credits set forth in Article 7 for those portions of any Public Improvements Dedicated to the City and any fee credits pursuant to any tentative map or parcel map prior to such termination. Those fee credits shall survive such termination and may be used by Owner, to the extent not previously used by Owner, to offset the City's collection of such fees in connection with the Project.

5.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; All notices shall be addressed as follows:

If to City:

City Manager
City of Shafter
336 Pacific Avenue
Shafter, CA 93263

with a copy to:

Best Best & Krieger LLP
2855 E. Guasti Road, Suite 400
Ontario, CA 91761
Attn: Shafter City Attorney

If to Owner:

Land Reserve, Inc. (formerly known as Suburban Land Reserve, Inc.)
51 South Main Street, Suite 301
Salt Lake City, UT 84111
Attn: Danny Owen

Millrose Properties California, LLC
5 River Park Place East, Suite 210
Fresno, CA 93720
Attn: Walter Diamond

7th Standard Ranch Investors LLC
PO Box 82515
Bakersfield, CA 93380
Attn: Tony Hogg and Lee Jamieson

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

5.8 Validity of This Agreement. The Owner and the City each agree that neither party has made any representations to the other concerning the enforceability or validity of any one or more provisions of this Agreement.

ARTICLE 6. DEVELOPMENT OF THE PROPERTY

6.1 Rights to Develop. Subject to the terms of this Agreement, including the Reservations of Authority, Owner shall have a vested right to develop the Property in accordance with and to the extent of, the Mission Lakes Specific Plan and subject to the Existing Land Use Regulations. The Property shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided

in this Agreement, and subject to the Reservations of Authority, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and Dedication of land for public purposes and other Development Exactions, the phasing and timing of development, the design, improvement and construction standards and specifications applicable to development of the Property, and other terms and conditions of development applicable to the Property shall be those set forth in the Mission Lakes Specific Plan.

6.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, the rules, regulations and official policies and conditions of approval governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, provisions for reservation and Dedication of land for public purposes and other Development Exactions, the phasing and timing of development, and the design, improvement, occupancy and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations.

City shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters unless otherwise required by this Agreement to be expedited or given priority.

Owner acknowledges and agrees that the failure or inability of public utility providers other than the City including, without limitation, such providers as electricity, gas, telephone, and cable to provide the appropriate amount and type of utility service to the Property shall be sufficient cause for City to withhold issuance of approvals hereunder necessary for the development and/or occupancy of those buildings to which such utility service is not then available until such service is available. A will serve letter issued by a utility provider shall be conclusive evidence that the utility service is available to that portion of the Property covered by that letter. City agrees that it shall not take any action with the express intent of preventing any such provider from furnishing appropriate utility service to the Property.

6.3 Timing of Development. The parties acknowledge that Owner cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Owner shall have the right to develop the Property in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing provisions set forth in this Agreement or the Mission Lakes Specific Plan.

6.4 Changes and Amendments. The parties acknowledge that development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event Owner

finds that a change in the Existing Development Approvals is necessary or appropriate, Owner shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement, including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or

(b) Increase the density or intensity of use of the Property as a whole; or

(c) Increase the maximum height and size of permitted buildings; or

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code, as it exists from time to time.

6.5 Reservations of Authority.

6.5.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

(a) Processing Fees imposed by City to cover the estimated or actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, which fees are charged to reimburse the City's expenses attributable to such applications, processing, permitting, review and inspection and which are in force and effect on a general basis at such time as said approvals, permits, review, inspection or entitlements are granted or conducted by City.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, policies (written or unwritten) and rules governing engineering and construction standards and specifications applicable to private or public improvements including, without limitation, any and all uniform codes adopted by the City, including local amendments to those codes adopted pursuant to state law allowing for such amendments; provided that such codes are uniformly applied to all new development projects of the same uses within the City. Such codes include without limitation, the City's Uniform Housing Code, Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Building Security Code. City

agrees that such regulations, policies and rules shall be those applied on a City-wide basis to all development projects of a similar type as the Project.

(d) Regulations which may be in conflict with the Mission Lakes Specific Plan but which are reasonably necessary to protect the residents of the Project or of the immediate community, or both, from a condition perilous to their health or safety, or both; provided, however, the following shall apply:

(i) That to the extent possible, such regulations shall be applied and construed so as to provide Owner with the rights and assurances provided in this Agreement; and

(ii) That such regulations apply uniformly to all new development projects of the same uses within the City; and

(iii) That the City Council finds, based on substantial evidence, that such regulations are necessary to eliminate or reduce a public danger perilous to the health or safety of the residents of the Project or of the immediate community.

(e) Subsequent regulations which do not conflict with the Development Plan. For the purposes of this Agreement, the term "does not conflict" and its variants means new rules, regulations, and policies which: (i) do not modify the Mission Lakes Specific Plan, including, without limitation, the permitted land uses, the density or intensity of use, the phasing or timing of development of the Project, the maximum height and size of proposed buildings on the Property, provisions for Dedication of land for public purposes and Development Exactions, except as expressly permitted elsewhere in this Agreement, and standards for design, development and construction of the Project, except with respect to uniform codes as permitted elsewhere in this Agreement; (ii) do not prevent Owner from obtaining any Subsequent Development Approvals, including, without limitation, all necessary approvals, permits, certificates, and the like, at such dates and under such circumstances as the Owner would otherwise be entitled by the Mission Lakes Specific Plan; or (iii) do not prevent Owner from commencing, prosecuting, and finishing grading of the land, constructing public and private improvements, and occupying the Property, or any portion thereof, all at such dates and schedules as Owner would otherwise be entitled to do so by the Mission Lakes Specific Plan. Any Regulation whether adopted by initiative or otherwise, limiting the rate, timing, type or density of development of the Property shall be deemed to conflict with the Mission Lakes Specific Plan and shall therefore not be applicable to the development of the Property, unless otherwise provided for in this Agreement or by statute.

(f) Regulations which are in conflict with the Mission Lakes Specific Plan, provided Owner has given written consent to the application of such regulations to the Development of the Property.

6.5.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Mission Lakes Specific Plan or this Agreement, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approvals on the basis of the Existing Land Use Regulations or any Subsequent

Land Use Regulation not in conflict with the Mission Lakes Specific Plan or as otherwise permitted by this Agreement.

6.5.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

6.5.4 Intent. The parties intend that, unless otherwise expressly herein provided, or as otherwise provided by law, this Agreement embodies the full terms and conditions relative to the proposed Development of the Project. Notwithstanding the foregoing, however, Owner and City each agree that neither party has made any representations to the other concerning the enforceability or validity of this Agreement or any one or more of its provisions and that each party has exercised due diligence in ascertaining for itself the validity and enforceability of this Agreement and its provisions.

6.6 Public Works. Owner is required by this Agreement to construct certain facilities and improvements which will be Dedicated to City or other public agencies upon completion.

6.6.1 Payment of Prevailing Wages. Owner acknowledges that the City has made no representation, express or implied, to Owner or any person associated with Owner regarding whether or not laborers employed relative to the construction and installation of improvements on the Property, if any, must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720, et seq. Owner agrees with the City that Owner shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction of capital improvements on the Property or for the Development must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720, et seq.

6.6.2 If Civil Code sections 9550 et seq. require contractors to procure a payment bond for the improvements on the Property, then the Owner shall ensure that its contractors deliver the required bond.

6.6.3 Owner, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to any of them pursuant to California Labor Code Sections 1726 and 1781. Owner acknowledges the protections of California Civil Code Section 1542 relative to the waiver and release contained in this Section 6.6.3, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF

KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 6.6:

_____
Owner's Initials, Suburban Land Reserve, Inc.

_____
Owner's Initials, Millrose Properties California, LLC

_____
Owner's Initials, 7th Standard Ranch Investors LLC

6.6.4 Owner shall defend with counsel reasonably acceptable to the City, indemnify and hold harmless City and its elected officials, officers, employees, agents and contractors from any and all liability, costs, claims, damages, fines, penalties and expense, including costs of litigation and attorneys' fees, arising out of or in any way connected with Owner's construction of the facilities and improvements described in this Agreement and Owner shall indemnify, defend with counsel reasonably acceptable to the City and hold harmless the City against any claims pursuant to California Labor Code Section 1781 arising from this Agreement or the construction or installation of any improvements on the Property or for the Development, in accordance with the terms of Section 6.6 of this Agreement.

6.7 Provision of Off-Site Real Property for Public Improvements. The City and Owner acknowledge that certain Public Improvements may be located on property which is neither owned nor controlled by the Owner or the City, which shall be considered an Offsite Improvement. For purposes of this Section 6.7, any individual parcel of such property on which the Offsite Improvements will be located shall be hereinafter referred to singularly as a "Subject Property", and collectively as "Subject Properties."

6.7.1 No Commitment to Condemn. Owner hereby acknowledges and understands that this Agreement does not obligate the City in any way to use its power of eminent domain to acquire any Subject Property. The City's use of the power of eminent domain is conditioned by law upon certain findings and determinations that the City Council in its sole discretion, must make in accordance with California Code of Civil Procedure Sections 1240.030, 1240.040, and 1245.230. These findings and determinations include, without limitation, all of the following:

(i) The public interest and necessity require the Offsite Improvement;

(ii) The Offsite Improvement is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(iii) The Subject Property is necessary for the Offsite Improvement; and

KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 6.6:

TLB

Owner's Initials, Suburban Land Reserve, Inc.

Owner's Initials, Millrose Properties California, LLC

Owner's Initials, 7th Standard Ranch Investors LLC

6.6.4 Owner shall defend with counsel reasonably acceptable to the City, indemnify and hold harmless City and its elected officials, officers, employees, agents and contractors from any and all liability, costs, claims, damages, fines, penalties and expense, including costs of litigation and attorneys' fees, arising out of or in any way connected with Owner's construction of the facilities and improvements described in this Agreement and Owner shall indemnify, defend with counsel reasonably acceptable to the City and hold harmless the City against any claims pursuant to California Labor Code Section 1781 arising from this Agreement or the construction or installation of any improvements on the Property or for the Development, in accordance with the terms of Section 6.6 of this Agreement.

6.7 Provision of Off-Site Real Property for Public Improvements. The City and Owner acknowledge that certain Public Improvements may be located on property which is neither owned nor controlled by the Owner or the City, which shall be considered an Offsite Improvement. For purposes of this Section 6.7, any individual parcel of such property on which the Offsite Improvements will be located shall be hereinafter referred to singularly as a "Subject Property", and collectively as "Subject Properties."

6.7.1 No Commitment to Condemn. Owner hereby acknowledges and understands that this Agreement does not obligate the City in any way to use its power of eminent domain to acquire any Subject Property. The City's use of the power of eminent domain is conditioned by law upon certain findings and determinations that the City Council in its sole discretion, must make in accordance with California Code of Civil Procedure Sections 1240.030, 1240.040, and 1245.230. These findings and determinations include, without limitation, all of the following:

(i) The public interest and necessity require the Offsite Improvement;

(ii) The Offsite Improvement is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(iii) The Subject Property is necessary for the Offsite Improvement; and

KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 6.6:

Owner's Initials, Suburban Land Reserve, Inc.

Owner's Initials, Millrose Properties California, LLC

Owner's Initials, 7th Standard Ranch Investors LLC

6.6.4 Owner shall defend with counsel reasonably acceptable to the City, indemnify and hold harmless City and its elected officials, officers, employees, agents and contractors from any and all liability, costs, claims, damages, fines, penalties and expense, including costs of litigation and attorneys' fees, arising out of or in any way connected with Owner's construction of the facilities and improvements described in this Agreement and Owner shall indemnify, defend with counsel reasonably acceptable to the City and hold harmless the City against any claims pursuant to California Labor Code Section 1781 arising from this Agreement or the construction or installation of any improvements on the Property or for the Development, in accordance with the terms of Section 6.6 of this Agreement.

6.7 Provision of Off-Site Real Property for Public Improvements. The City and Owner acknowledge that certain Public Improvements may be located on property which is neither owned nor controlled by the Owner or the City, which shall be considered an Offsite Improvement. For purposes of this Section 6.7, any individual parcel of such property on which the Offsite Improvements will be located shall be hereinafter referred to singularly as a "Subject Property", and collectively as "Subject Properties."

6.7.1 No Commitment to Condemn. Owner hereby acknowledges and understands that this Agreement does not obligate the City in any way to use its power of eminent domain to acquire any Subject Property. The City's use of the power of eminent domain is conditioned by law upon certain findings and determinations that the City Council in its sole discretion, must make in accordance with California Code of Civil Procedure Sections 1240.030, 1240.040, and 1245.230. These findings and determinations include, without limitation, all of the following:

(i) The public interest and necessity require the Offsite Improvement;

(ii) The Offsite Improvement is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(iii) The Subject Property is necessary for the Offsite Improvement; and

KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 6.6:

_____
Owner's Initials, Suburban Land Reserve, Inc.

_____
Owner's Initials, Millrose Properties California, LLC

_____
Owner's Initials, 7th Standard Ranch Investors LLC

6.6.4 Owner shall defend with counsel reasonably acceptable to the City, indemnify and hold harmless City and its elected officials, officers, employees, agents and contractors from any and all liability, costs, claims, damages, fines, penalties and expense, including costs of litigation and attorneys' fees, arising out of or in any way connected with Owner's construction of the facilities and improvements described in this Agreement and Owner shall indemnify, defend with counsel reasonably acceptable to the City and hold harmless the City against any claims pursuant to California Labor Code Section 1781 arising from this Agreement or the construction or installation of any improvements on the Property or for the Development, in accordance with the terms of Section 6.6 of this Agreement.

6.7 Provision of Off-Site Real Property for Public Improvements. The City and Owner acknowledge that certain Public Improvements may be located on property which is neither owned nor controlled by the Owner or the City, which shall be considered an Offsite Improvement. For purposes of this Section 6.7, any individual parcel of such property on which the Offsite Improvements will be located shall be hereinafter referred to singularly as a "Subject Property", and collectively as "Subject Properties."

6.7.1 No Commitment to Condemn. Owner hereby acknowledges and understands that this Agreement does not obligate the City in any way to use its power of eminent domain to acquire any Subject Property. The City's use of the power of eminent domain is conditioned by law upon certain findings and determinations that the City Council in its sole discretion, must make in accordance with California Code of Civil Procedure Sections 1240.030, 1240.040, and 1245.230. These findings and determinations include, without limitation, all of the following:

(i) The public interest and necessity require the Offsite Improvement;

(ii) The Offsite Improvement is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(iii) The Subject Property is necessary for the Offsite Improvement; and

(iv) That either the offer (if any) required by Section 7267.2 of the California Government Code has been made to the owner or owners of record, or the offer has not been made because the owner or owners cannot be located with reasonable diligence.

Owner hereby acknowledges and understands that as of the date of this Agreement, the City has not considered the propriety of the use of its power of eminent domain to acquire any Subject Property. The City makes no representation or guarantee whatsoever concerning the eventual result or outcome of its discretionary consideration of the use of its power of eminent domain to acquire any Subject Property or of any actual eminent domain proceeding.

6.7.2 Indemnity. Owner hereby agrees to defend (with counsel reasonably acceptable to the City), indemnify and hold harmless the City, its officials, officers, employees, agents, attorney, and contractors from and against all third party liability, claims, lawsuits, judgments, fines, penalties, amounts paid in settlements, costs and expenses arising out of or in any way connected with the City's actions under this Section 6.7 with respect to any Subject Property, except to the extent that such liability arising from the negligence or willful misconduct of the City, its official, officers, employees, agents, attorney or contractors. Owner's obligations under this Section 6.7.2 shall survive the expiration or termination of this Agreement.

6.7.3 Cooperation. The parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Section 6.7 and as are reasonably necessary to effectuate this Section 6.7; provided, however, that the foregoing shall not require the City to take any legislative act or exercise its discretion in any particular manner.

6.7.4 Effect of Termination, Expiration or Invalidity of this Agreement. If the City terminates this Agreement in accordance with the provisions for termination contained herein, or if this Agreement otherwise expires or is declared invalid, Owner agrees that such termination, expiration, or determination of invalidity shall survive and Owner shall remain liable to City for all costs reasonably incurred by City up to the date of such termination, expiration or determination of invalidity in connection with actions taken by the City pursuant to this Section 6.7, and shall remain liable to the City for all costs reasonably incurred by the City subsequent to such termination, expiration or determination of invalidity relative to the taking of such actions as are necessary, as determined by the City in its sole and absolute discretion, to terminate any acquisition activity undertaken prior to such termination pursuant to this Section 6.7, including, without limitation, amounts that the City may pay pursuant to California Code of Civil Procedure Section 1268.610 et. seq., as a result of the City's election to abandon or settle any judicial proceedings which may have been filed.

6.8 Environmental Compliance. Owner and City acknowledge that City's adoption of the Final Environmental Impact Report for the 2005 General Plan Update that included the Mission Lakes Specific Plan described in the recitals hereto reflect City's determination that the Final Environmental Impact Report was adequate, that such adoption is the product of City's independent review and judgment, that it satisfied the requirements of the California Environmental Quality Act, and that it fully and adequately analyzed the environmental impacts of the Project. No mitigation measures other than those expressly identified in the Final Environmental Impact Report, the Existing Development approvals, or this Agreement shall be imposed on the Property or as an obligation of Owner for the development of the Property in

accordance with the Development Approvals. However, City may impose additional environmental review and mitigation measures upon Subsequent Development Approvals where such additional environmental review and measures are required pursuant to Public Resources Code Section 21166, and California Code of Regulations Title 14 Section 15162, as those sections may be amended or substituted.

6.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies.

6.10 Tentative Map Extension. Pursuant to the provisions of Section 66452.6, any tentative subdivision map or tentative parcel map approved in connection with Development of the Property shall be extended for the Term of this Agreement;.

6.11 Initial Public Improvement Phasing Plan. Development of the Property and the Public Improvements shall be subject to all timing and phasing requirements established by this Agreement or the Development Plan. Owner has identified an initial phasing plan for the development of the Property including construction of anticipated Public Improvements, as described by and depicted on the Public Improvement Phasing Plan included as Exhibit E of this Agreement; however, Owner has also reserved the right to modify the phasing and timing of the development of the Property in its sole discretion. In the event Owner elects to amend the proposed phasing of the Project, Owner shall give the City written notice of the revised phasing plan and shall provide the City Manager with a proposed revision to the Public Improvement Phasing Plan. The City Manager shall review and approve or approve with modifications the revised Public Improvement Phasing Plan within thirty (30) days of its submittal to the City Manager. In reviewing and approving the revised Public Improvement Phasing Plan, the discretion of the City Manager shall be limited to a determination as to whether the revised Public Improvement Phasing Plan will provide the necessary Public Improvements required to serve the associated phases of development set forth in the revised phasing plan. The determination of the City Manager with respect to the revised Infrastructure Phasing Plan may be appealed to the Planning Commission and any decision made by the Planning Commission may be appealed to the City Council pursuant to the then-existing appeal provisions of the City Code.

6.12 Application of Government Code Section 66462.5. The provisions of Government Code Section 66462.5 shall not apply to any of the Public Improvements and Owner hereby waives, to the maximum legal extent, any benefits accruing to Owner pursuant to Government Code Section 66462.5 and all other statutes and judicial decisions of similar effect; provided, however, that Government Code Section 66462.5 and all other statutes and judicial decisions of similar effect will continue to apply, to the extent applicable, to all other public improvements other than the Public Improvements.

OWNER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
Owner's Initials, Suburban Land Reserve, Inc.

_____
Owner's Initials, Millrose Properties California, LLC

_____
Owner's Initials, 7th Standard Ranch Investors LLC

ARTICLE 7. PUBLIC BENEFITS.

7.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Mission Lakes Specific Plan and further acknowledge and agree that this Agreement confers substantial private benefits on Owner which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on Owner by providing more fully for the satisfaction of the public needs resulting from the Project.

7.2 City Impact Fees. Subject to any fee credits set forth in this Article 7 or identified pursuant to any tentative map or parcel map approval, Owner shall pay to City the following public facilities and services impact fees, which shall constitute for purposes of this Agreement all City-imposed fees included in this Agreement's definition of Development Exactions, at the times provided therefore by applicable City ordinance or resolution:

7.2.1 Traffic Impact Fee. Owner shall pay the traffic impact fee ("Traffic Impact Fee") in effect at the time that the building permit is issued for each dwelling unit, provided that the Traffic Impact Fees paid by Owner shall not exceed $15,000.00 for each dwelling unit.

7.2.2 Park Impact Fee. Owner shall pay the park impact fee ("Park Impact Fee") in effect at the time that the building permit is issued for each dwelling unit, provided that the Park Impact Fee paid by Owner shall not exceed $6,000.00 for each dwelling unit.

In lieu of paying a Park Impact Fee for each dwelling unit, the Owner may design and fully construct publicly accessible parks included in the Mission Lakes Specific Plan, which shall be completed within eight (8) months of commencing park construction as set forth in Exhibit F, Park Improvements, incorporated herein by reference. All hardware or equipment supplied in

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

TGB

Owner's Initials, Suburban Land Reserve, Inc.

Owner's Initials, Millrose Properties California, LLC

Owner's Initials, 7th Standard Ranch Investors LLC

ARTICLE 7. PUBLIC BENEFITS.

7.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Mission Lakes Specific Plan and further acknowledge and agree that this Agreement confers substantial private benefits on Owner which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on Owner by providing more fully for the satisfaction of the public needs resulting from the Project.

7.2 City Impact Fees. Subject to any fee credits set forth in this Article 7 or identified pursuant to any tentative map or parcel map approval, Owner shall pay to City the following public facilities and services impact fees, which shall constitute for purposes of this Agreement all City-imposed fees included in this Agreement's definition of Development Exactions, at the times provided therefore by applicable City ordinance or resolution:

7.2.1 Traffic Impact Fee. Owner shall pay the traffic impact fee ("Traffic Impact Fee") in effect at the time that the building permit is issued for each dwelling unit, provided that the Traffic Impact Fees paid by Owner shall not exceed $15,000.00 for each dwelling unit.

7.2.2 Park Impact Fee. Owner shall pay the park impact fee ("Park Impact Fee") in effect at the time that the building permit is issued for each dwelling unit, provided that the Park Impact Fee paid by Owner shall not exceed $6,000.00 for each dwelling unit.

In lieu of paying a Park Impact Fee for each dwelling unit, the Owner may design and fully construct publicly accessible parks included in the Mission Lakes Specific Plan, which shall be completed within eight (8) months of commencing park construction as set forth in Exhibit F, Park Improvements, incorporated herein by reference. All hardware or equipment supplied in

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
Owner's Initials, Suburban Land Reserve, Inc.

_____
Owner's Initials, Millrose Properties California, LLC

_____
Owner's Initials, 7th Standard Ranch Investors LLC

ARTICLE 7. PUBLIC BENEFITS.

7.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Mission Lakes Specific Plan and further acknowledge and agree that this Agreement confers substantial private benefits on Owner which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on Owner by providing more fully for the satisfaction of the public needs resulting from the Project.

7.2 City Impact Fees. Subject to any fee credits set forth in this Article 7 or identified pursuant to any tentative map or parcel map approval, Owner shall pay to City the following public facilities and services impact fees, which shall constitute for purposes of this Agreement all City-imposed fees included in this Agreement's definition of Development Exactions, at the times provided therefore by applicable City ordinance or resolution:

7.2.1 Traffic Impact Fee. Owner shall pay the traffic impact fee ("Traffic Impact Fee") in effect at the time that the building permit is issued for each dwelling unit, provided that the Traffic Impact Fees paid by Owner shall not exceed $15,000.00 for each dwelling unit.

7.2.2 Park Impact Fee. Owner shall pay the park impact fee ("Park Impact Fee") in effect at the time that the building permit is issued for each dwelling unit, provided that the Park Impact Fee paid by Owner shall not exceed $6,000.00 for each dwelling unit.

In lieu of paying a Park Impact Fee for each dwelling unit, the Owner may design and fully construct publicly accessible parks included in the Mission Lakes Specific Plan, which shall be completed within eight (8) months of commencing park construction as set forth in Exhibit F, Park Improvements, incorporated herein by reference. All hardware or equipment supplied in

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

_____
Owner's Initials, Suburban Land Reserve, Inc.

_____
Owner's Initials, Millrose Properties California, LLC

_____
Owner's Initials, 7th Standard Ranch Investors LLC

ARTICLE 7. PUBLIC BENEFITS.

7.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Mission Lakes Specific Plan and further acknowledge and agree that this Agreement confers substantial private benefits on Owner which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on Owner by providing more fully for the satisfaction of the public needs resulting from the Project.

7.2 City Impact Fees. Subject to any fee credits set forth in this Article 7 or identified pursuant to any tentative map or parcel map approval, Owner shall pay to City the following public facilities and services impact fees, which shall constitute for purposes of this Agreement all City-imposed fees included in this Agreement's definition of Development Exactions, at the times provided therefore by applicable City ordinance or resolution:

7.2.1 Traffic Impact Fee. Owner shall pay the traffic impact fee ("Traffic Impact Fee") in effect at the time that the building permit is issued for each dwelling unit, provided that the Traffic Impact Fees paid by Owner shall not exceed $15,000.00 for each dwelling unit.

7.2.2 Park Impact Fee. Owner shall pay the park impact fee ("Park Impact Fee") in effect at the time that the building permit is issued for each dwelling unit, provided that the Park Impact Fee paid by Owner shall not exceed $6,000.00 for each dwelling unit.

In lieu of paying a Park Impact Fee for each dwelling unit, the Owner may design and fully construct publicly accessible parks included in the Mission Lakes Specific Plan, which shall be completed within eight (8) months of commencing park construction as set forth in Exhibit F, Park Improvements, incorporated herein by reference. All hardware or equipment supplied in

connection with the development of such parks shall be installed in accordance with City Standards or the manufacturer's requirements, has been inspected for conformance with applicable codes and passed, and is ready for use by the City or the public in general.

7.2.3 Sewer Impact Fee. Owner shall pay the sewer impact fee ("Sewer Impact Fee") in effect at the time that the building permit is issued for each dwelling unit, provided that the Sewer Impact Fee paid by Owner shall not exceed $10,000.00 for each dwelling unit.

7.2.4 Fire/Police Impact Fee. Owner shall pay the fire and police services impact fee ("Fire/Police Impact Fee") in effect at the time that the building permit is issued for each dwelling unit, provided that the Fire/Police Impact Fee paid by Owner shall not exceed $5,000.00 for each dwelling unit.

7.2.5 Additional Impact Fees. Owner shall pay any additional impact fees, other than the City's Traffic Impact Fee, Park Impact Fee, Sewer Impact Fee, and Fire/Police Impact Fee, which shall be defined as Additional Impact Fees, in effect at the time that the building permit is issued for each dwelling unit. These Additional Impact Fees may include but not be limited to the following fees, some of which may be adopted by City and become effective after the Effective Date, provided that the total of all Additional Impact Fees paid by Owner shall not exceed $20,000.00 for each dwelling unit:

i. Local Storm Drainage Collection Facilities;
ii. Water Storage and Distribution;
iii. Wastewater Collection Facilities;
iv. General Facilities (city hall, corporate yard, and municipal fleet);
v. Aquatics Facilities;
vi. Public Use Facilities (community, senior, teen centers, et. al.);
vii. Library Building and Collection;
viii. Park Land and Open Space Acquisition and Recreation Facilities; and
ix. Development and any other infrastructure impact fees required by the City as allowed by Government Code §66000, et. seq. (often referred to as AB1600).

7.3 Non-City Impact Fees.

7.3.1 Public School Impact Fee. Owner shall pay all public school impact fees required by the Norris and/or Richland School District attributable to the Project as applicable.

7.4 Public Benefit Fee. Lennar Homes of California, LLC, as the developer affiliate of Millrose Properties California, LLC, shall pay to City a supplemental Public Benefit Fee of $1,000,000.00, to be payable in installments as follows: $100,000 payable to City within 90 days of the Effective Date of this Agreement, followed by four (4) subsequent annual payments of $225,000 to City, each made prior to each of the first four (4) anniversaries of the Effective Date.

7.5 Public Improvements.

7.5.1 Public Improvement Phasing Plan. Owner shall, at its sole cost, expense, and liability, construct and/or suitably guarantee the construction of those Public Improvements described by and depicted on the Public Improvement Phasing Plan included as Exhibit E to this

Agreement, in conjunction with each anticipated phase of Development of the Property, subject to all relevant provisions of this Agreement.

7.5.2 Landscaping Improvements. Owner shall, at its sole cost, expense and liability, construct those certain landscaping improvements required by the Mission Lakes Specific Plan found to be in substantial conformance by the City Engineer. Owner shall Dedicate any required improvements to the City at the time of recordation of the final map for which the improvements were a condition of approval. Owner will construct such landscaping improvements in accordance with City and other applicable governmental agency rules, codes, standards, ordinances and regulations in accordance with the Existing Land Use Regulations, subject to the Reservations of Authority.

7.5.3 Flood Control and Storm Drainage Improvements. Owner shall, at its sole cost, expense and liability, construct those certain flood control and storm drainage improvements required by the Mission Lakes Specific Plan found to be in substantial conformance by the City Engineer. Owner shall Dedicate any required improvements to the City at the time of recordation of the final map for which the improvements were required. Owner will construct such flood control and storm drainage improvements in accordance with City and other applicable governmental agency rules, codes, standards, ordinances and regulations in accordance with the Existing Land Use Regulations, subject to the Reservations of Authority.

7.5.4 Public Utilities Impact Measures. Contemporaneously with or prior to the approval of each final map applicable to the Project, Owner shall provide written evidence, acceptable to City, that Owner has fully satisfied all public utilities impact measures lawfully required by any public utility purveyor, including, without limitation, phone, water, electric, cable television and gas, which will service that portion of the Project. Failure to provide such evidence will result in disapproval of any final map.

7.6 Alternative Improvements Interests. City and Owner acknowledge and agree that the potential acquisition of real property and other interests necessary for the construction of the Public Improvements described in Section 7.5 of this Agreement is subject to the provisions of Section 6.7. If, due to any reason whatsoever, Owner is unable to construct those Public Improvements described in Section 7.5 of this Agreement and meeting the definition of an Offsite Improvement due to the inability of either Owner or City to acquire the necessary real property or other interests to allow such construction, then Owner shall construct alternative improvements of an equal or greater value than those improvements which would have been constructed had the necessary property and other interests been obtained or pay an in-lieu fee, if applicable. The value of such alternative improvements shall be as determined in the City's reasonable discretion, consistent with the programs, studies and reports substantiating the amount of development impact fees adopted by the City. Construction of the alternative improvements shall be in accordance with plans and specifications approved by City in accordance with all codes, ordinances, regulations, standards and policies in effect at the time of the construction of the improvements.

7.7 Environmental Site Inspection. Owner hereby grants to the City, its agents, contractors, employees and other representatives the right to enter upon the Property during reasonable business hours for purposes including, without limitation, the surveying, inspecting, photographing, sampling, and other testing necessary, in the City's absolute discretion, to the

determination of whether hazardous or toxic pollutants, contaminants or materials (collectively, "environmental contaminants") are located upon any property which the City will be receiving through Dedication including, without limitation, parks, rights of way, and utility easements. Upon discovery of any environmental contamination, Owner shall immediately cease any work that may have begun upon the Project, will notify all appropriate governmental authorities and regulatory agencies, and will take all steps necessary to comply with any provisions of any federal or state environmental laws, including the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, and all other federal or state statutes of similar import and effect.

7.8 Dedication. The term "Dedicate" as used in this Article 7 means to acquire and offer the subject land for dedication and to construct the improvements to be constructed by the Owner on such land pursuant to Section 7.5 of this Agreement and thereafter to convey such land and improvements to the City. Owner shall convey the land on which the Public Improvements are to be constructed in coordination with the anticipated phasing of Development of the Property as identified by the Public Improvement Phasing Plan included as Exhibit E of this Agreement, but in no event later than the recordation of the final tract map for which such Public Improvement(s) was/were a condition of approval. Owner shall Dedicate/convey easement interests in all property required to be Dedicated by this Agreement. The Owner shall Dedicate each Public Improvement upon completion of a segment component of such Public Improvement.

7.9 Minimum Dwelling Unit Size. Owner agrees that the minimum single-family dwelling unit size permitted in the Project's subdivisions shall be no less than 850 square feet of living space. The minimum square foot requirement excludes garages, patios and/or porches whether enclosed or not.

7.10 Fiber Optic and Networking Installation for Dwelling Units. Owner agrees to install in each dwelling unit the following fiber optic and networking requirements:

7.10.1 Building Department Requirements

(a) Install a dedicated City Fiber Enclosure adjacent to the other utility enclosures or a Common Communication Enclosure (collectively "Utility Enclosure") for the proposed communications utilities (phone, cable, fiber, etc.). The enclosure type shall be Benner-Nawman 14326W-UL or as approved by the City. The Utility Enclosure may face the garage exterior or interior and shall include one 120-volt, 15-amp convenience receptacle inside the enclosure mounted on either side of the wall. A surge-protected receptacle must be installed.

(b) Install a wireless-transparent Structured Media Enclosure ("Media Enclosure"), such as models: Legrand 30" ENP3050, Legrand 42" ENP4250, Leviton 30" 49605-30W, Primex Verge 30" P3000, 42" Primex Verge P4200, or as approved by the City. The Media Enclosure shall be installed in the wall of a master bedroom closet or a laundry room furthest from the water supply and maintain a minimum 48-inch horizontal clearance between and 24-inch clearance above any metallic appliances or accessories. The Media Enclosure shall include one 120-volt, 15-amp convenience receptacle located inside the enclosure.

(c) Install a conduit pathway from the Utility Enclosure to the Media Enclosure with a minimum of one (1) 1-inch diameter non-metallic, flexible conduit which shall maintain a minimum 36-inch bend radius and protrude a minimum of 6-inches into the enclosures. The conduit shall be marked with orange Tyvek or plastic tags, labeled "City Fiber Use Only", 661-746-5000", tie wrapped to the conduit in plain view within the enclosures.

(d) Install a continuous conduit without breaks or couplings from the existing City Fiber Distribution Enclosure located in the right-of-way ("Distribution Enclosure") to the bottom side of the Utility Enclosure. The conduit shall be installed a minimum of 36-inches below grade, protrude a minimum of 12-inches into the Utility Enclosure, be orange in color, and be factory labeled "City of Shafter 661-746-5000". If the conduit does not have an integrated tracer wire, a continuous external #12 AWG solid-conductor tracer wire with high-density polyethylene insulation rated for direct burial shall be installed along with the conduit leaving a minimum 15-feet of slack coiled in the Distribution Enclosure and 3-feet of slack coiled in the Utility Enclosure. The conduit and tracer wire shall be inspected by a City of Shafter representative before shading and backfilling.

(e) After backfilling, polyester cable pulling tape (Muletape), or equivalent, shall be installed in all conduit paths between the Distribution Enclosure and the Utility Enclosure. Mule tape shall be slack (no tension) and fastened to the plug or cap.

(f) Couplings shall be used to repair damaged or short-length conduit only if approved by the City. Conduit couplings shall be an air-tight, water-tight, push-on compression fitting approved by the City. Tracer wire couplings shall be air-tight, water-tight, twist on or compression connector approved by the City. Coupling integrity shall be inspected by a City of Shafter representative.

(g) Category 6 Unshielded Twisted Pair (CAT 6 UTP) cable (or as approved by the City) shall be installed according to industry standards and the requirements below, and shall not be pinched, stapled, bent sharply, or crossing any sharp, unprotected edges:

(h) Install a minimum of two (2) cables from the Utility Enclosure to the Media Enclosure.

7.10.2 Engineering Department Requirements

(a) Owner shall design and install a system of conduits, terminal enclosures, distribution enclosures, splice enclosures, connection points, and hand holes for a fiber optic network to each buildable lot within the development. Design and material specifications are available from the City of Shafter. Plans shall be submitted to and approved by the City of Shafter, prior to recordation of the final map, showing the proposed utility trench and all appurtenant hardware. The design shall include the following minimum specifications:

(i) A combination of fiber optic conduits shall minimally include 4" SDR-11 HDPE, 2" SDR-11 HDPE, 1.25" SDR-11 HDPE, and 7-Way bundled HPDE innerduct with attached tracer wire. Fiber optic conduits may be joint-trenched with other utility company pipes and/or conduits.

(ii) All underground fiber optic conduits, innerduct bundles, etc. shall be factory-labeled "City of Shafter 661-746-5000". Conduits shall be identified by a permanent marking, with the address number of the residence they serve, within the distribution enclosures.

(iii) All underground fiber optic conduit paths shall have tracer wire. If the conduit does not have an integrated tracer wire, a continuous external #12 AWG solid-conductor tracer wire with high-density polyethylene insulation rated for direct burial shall be installed along with the conduit leaving a minimum 15-feet of slack coiled in the endpoint enclosures.

(iv) The ends of all fiber optic conduits, innerducts, and microducts shall be plugged or capped to prevent dirt, debris, or foreign objects from entering.

(v) After backfilling, all conduits shall be checked for obstructions, and re-excavated and repaired or replaced as required. All conduits ½-inch or larger shall require polyester cable pulling tape or equivalent installed. Mule tape shall be slack (no tension) and fastened to the plug or cap. Innerducts and microducts shall be mandrel tested while being witnessed by a City of Shafter Public Works Department representative.

(vi) A combination of underground utility enclosures shall minimally include 36"W x 60"L x 36"D polymer concrete enclosures with dual torsion covers, 36"W x 36"L x 24-36"D and 24"W x 36"L x 24-36"D High Density Polyethylene (HDPE) enclosures.

(vii) All underground utility enclosures shall be factory-stamped "City Fiber".

ARTICLE 8. FINANCING OF PUBLIC IMPROVEMENTS AND MAINTENANCE OBLIGATIONS

8.1 Maintenance Services Community Facilities District. The City and Owner agree to the formation of a new, or annexation to an existing, CFD pursuant to the terms of the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code commencing with section 53311, as amended (the "Act"). The territory of which shall include the Project, for the purposes of the payment of the ongoing maintenance and operation costs associated with certain public services authorized under the Act ("Services") located within, or appurtenant to, the Project. Owner shall consent to the annexation or the formation of the CFD prior to recordation of the first final map for the Project or the first sale, transfer or conveyance of the Property or any portion thereof. Owner further expressly agrees that failure of Owner to consent to the annexation or formation of such CFD will result in disapproval of any future tentative or final maps for the Project and will be cause for the City to terminate this Agreement.

Owner also agrees that additional areas may be annexed into the CFD to be created pursuant to this Section 8.1; provided, however, that after giving effect to such annexation, Owner is subject only to its fair share of the obligations and costs of providing the ongoing maintenance of the Services incurred for the Project. Owner agrees to cooperate fully in any such annexation proceedings.

8.2 Public Safety Community Facilities District. The City and Owner agree to the formation of a new, or the annexation to an existing, CFD pursuant to the terms of the Act, the territory of which shall include the Project, for the purposes of the payment of the ongoing costs associated with providing police protection, fire protection and suppression services, and other public services as authorized by the Act ("Public Services"). Owner shall consent to the annexation or the formation of the CFD prior to recordation of the first final map for the Project or the first sale, transfer or conveyance of the Property or any portion thereof. Owner further expressly agrees that the failure of Owner to consent to the annexation or formation of such CFD will result in disapproval of any future tentative or final maps for the Project and will be cause for the City to terminate this Agreement.

Owner also agrees that additional areas may be annexed into the CFD to be created pursuant to this Section 8.2; provided, however, that after giving effect to such annexation, the Owner is subject only to its fair share of the obligations and costs incurred because of providing the Public Services. The Owner agrees to cooperate fully in any such annexation proceedings.

Owner agrees that the Public Safety Community Facilities District may be formed as part of or separate from the Maintenance Services Community Facilities District described in Section 8.1 of this Agreement, at the City's discretion.

ARTICLE 9. REVIEW FOR COMPLIANCE.

9.1 Periodic Review. The City Manager, or his or her designee, shall review this Agreement annually on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by Owner with the terms of the Agreement. Owner shall submit an Annual Monitoring Report, in a form acceptable to, and containing such information as may be requested by the City Manager, or his or her designee, within 30 days after written notice from the City Manager, or his or her designee. The Annual Monitoring Report shall be accompanied by an annual review and administration fee, in an amount consistent with then-existing City fee schedules and resolutions, sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council. Neither City nor Owner shall have a duty to notify the other of their respective obligations hereunder and the City's failure to so conduct such annual reviews shall not affect the rights, protection, and benefits afforded Owner by the Development Agreement Law and this Agreement shall remain subject to the Development Agreement Law.

9.2 Special Review. The Planning Commission or City Council may order a special review of compliance with this Agreement at any time. The City Manager, or his or her designee, shall conduct such special reviews.

9.3 Procedure.

(a) During either a periodic review or a special review or at any time upon City's determination that Owner is in default of this Agreement as described in Section 10.4,

Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner.

(b) Upon completion of a periodic review or a special review, the City Manager, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by Owner with the terms of this Agreement and his/her recommended finding on that issue.

(c) If the Planning Commission finds on the basis of substantial evidence that Owner has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission makes a preliminary finding that Owner has not complied in good faith with the terms and conditions of this Agreement, the Planning Commission may recommend to the City Council that the City Council commence proceedings to modify or terminate this Agreement and the City Council may proceed to modify or terminate this Agreement under Section 9.4 and Section 9.5. Notice of default and opportunity to cure as provided under Section 10.4 of this Agreement shall be given to Owner prior to or concurrent with proceedings under Section 9.4 and Section 9.5.

9.4 Proceedings Upon Modification or Termination. If, upon a recommendation of the Planning Commission under Section 9.3(d), the City Council determines to proceed with modification or termination of this Agreement, the City Council shall give written notice to Owner of its intention so to do. The notice shall be given at least ten calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not the City Council proposes to terminate or to modify the Agreement; and the specifics of such modifications;

(c) Such other information as is reasonably necessary to inform Owner of the nature of the proceeding.

9.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, Owner shall be given an opportunity to be heard. Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on Owner. If the City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of the Agreement the City Council may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

9.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, Owner is found to be in compliance with this Agreement, City shall, upon request by Owner, issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after

the most recent Periodic or Special Review and based upon the information known or made known to the Planning Commission and City Council that (1) this Agreement remains in effect and (2) Owner is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the certificate is issued after a Periodic or Special Review, and shall state the anticipated date of commencement of the next Periodic Review. Owner may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees of Owner, City shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the City Manager.

ARTICLE 10. DEFAULT AND REMEDIES.

10.1 Remedies in General. It is acknowledged by the parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City shall not be liable in damages, including, without limitation, attorneys' fees and litigation costs, to Owner, or to any mortgagee or lender of Owner or to a successor in interest of Owner, or a mortgagee or lender of Owner, or to any other person, and Owner covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which Owner characterizes as a regulatory taking or inverse condemnation; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Further, nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by City of its power of eminent domain; provided, however, that such exercise results in a physical occupation of the Property or portion thereof. Except as set forth in the preceding sentence, Owner's remedies shall be limited to those set forth in this Section 10.1 and Sections 9.5 and 10.2.

10.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate, and specific performance and other non- monetary relief, including temporary and permanent injunction relief, are particularly appropriate remedies for the enforcement of this Agreement and should be available to all Parties for the following reasons:

(a) Money damages are unavailable against the City.

(b) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Property or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

(c) Owner shall not be required to post a bond to obtain injunctive relief.

10.3 Release. Except for nondamage remedies and except as otherwise provided in this Agreement, including the remedy of specific performance and judicial review as provided for in Section 9.5, Owner, for itself, its successors and assignees, hereby releases the City, its officers, agents and employees from any and all claims, demands, actions, or suits or any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law, ordinance, or judicial decision which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

Without limiting the generality of anything in the immediately preceding paragraph, Owner, for itself and its successors and assigns, hereby expressly waives the benefit of, and any protections provided by Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THIS SECTION 10.3:

_____
Owner's Initials, Suburban Land Reserve, Inc.

_____
Owner's Initials, Millrose Properties California, LLC

_____
Owner's Initials, 7th Standard Ranch Investors LLC

(b) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Property or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

(c) Owner shall not be required to post a bond to obtain injunctive relief.

10.3 Release. Except for nondamage remedies and except as otherwise provided in this Agreement, including the remedy of specific performance and judicial review as provided for in Section 9.5, Owner, for itself, its successors and assignees, hereby releases the City, its officers, agents and employees from any and all claims, demands, actions, or suits or any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law, ordinance, or judicial decision which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

Without limiting the generality of anything in the immediately preceding paragraph, Owner, for itself and its successors and assigns, hereby expressly waives the benefit of, and any protections provided by Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THIS SECTION 10.3:

JLH

Owner's Initials, Suburban Land Reserve, Inc.

Owner's Initials, Millrose Properties California, LLC

Owner's Initials, 7th Standard Ranch Investors LLC

(b) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Property or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

(c) Owner shall not be required to post a bond to obtain injunctive relief.

10.3 Release. Except for nondamage remedies and except as otherwise provided in this Agreement, including the remedy of specific performance and judicial review as provided for in Section 9.5, Owner, for itself, its successors and assignees, hereby releases the City, its officers, agents and employees from any and all claims, demands, actions, or suits or any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law, ordinance, or judicial decision which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

Without limiting the generality of anything in the immediately preceding paragraph, Owner, for itself and its successors and assigns, hereby expressly waives the benefit of, and any protections provided by Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THIS SECTION 10.3:

Owner's Initials, Suburban Land Reserve, Inc.

Owner's Initials, Millrose Properties California, LLC

Owner's Initials, 7th Standard Ranch Investors LLC

(b) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Property or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

(c) Owner shall not be required to post a bond to obtain injunctive relief.

10.3 Release. Except for nondamage remedies and except as otherwise provided in this Agreement, including the remedy of specific performance and judicial review as provided for in Section 9.5, Owner, for itself, its successors and assignees, hereby releases the City, its officers, agents and employees from any and all claims, demands, actions, or suits or any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law, ordinance, or judicial decision which seeks to impose any other liability or damage, whatsoever, upon the City because it entered into this Agreement or because of the terms of this Agreement.

Without limiting the generality of anything in the immediately preceding paragraph, Owner, for itself and its successors and assigns, hereby expressly waives the benefit of, and any protections provided by Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THIS SECTION 10.3:

_____
Owner's Initials, Suburban Land Reserve, Inc.

_____
Owner's Initials, Millrose Properties California, LLC

_____
Owner's Initials, 7th Standard Ranch Investors LLC

In addition to waiving the provisions of California Civil Code section 1542, the Owner hereby waives, releases and foregoes the provisions of any federal or state statute or judicial decision of similar effect.

10.4 Termination or Modification for Default of Owner. City may terminate or modify this Agreement for any failure of Owner to perform any material duty or obligation of Owner under this Agreement as provided in Article 6 hereof, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, City may terminate or modify this Agreement pursuant to this Section in accordance with Article 6 hereof only after providing written notice to Owner of default setting forth the nature of the default and the actions, if any, required by Owner to cure such default and, where the default can be cured, Owner has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

10.5 Termination of Agreement for Default of City. Owner may terminate this Agreement only in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

ARTICLE 11. THIRD PARTY LITIGATION.

11.1 General Plan Litigation. City has determined that this Agreement and the Mission Lakes Specific Plan are consistent with its General Plan, and that the General Plan meets all requirements of law. Owner has reviewed the General Plan and concurs with City's determination. City shall have no liability under this Agreement for any failure of City to perform under this Agreement or the inability of Owner to develop the Property as contemplated by the Mission Lakes Specific Plan, which failure to perform or inability to develop is as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law, or that this Agreement or any of City's actions in adopting it were invalid, inadequate or not in compliance with law.

11.2 Third Party Litigation Concerning Agreement. Owner shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless City, its agents, officers and employees from any claim, action or proceeding against City, its agents, officers or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. If City fails to promptly notify Owner of any such claim, action or proceeding, or if City fails to cooperate in the defense, Owner shall not

thereafter be responsible to defend, indemnify or hold harmless City. City may in its discretion participate in the defense of any such claim, action or proceeding.

11.3 Indemnity. In addition to and not as a limitation upon the provisions of Sections 11.1 and 11.2 above, Owner shall indemnify, defend and hold harmless City, its officers, agents, employees and independent contractors free and harmless from all liability whatsoever, based or asserted upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death (Owner's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder including, but not limited to, the design, engineering, construction, completion, operation, maintenance, repair, failure, conveyance or physical condition of the Public Improvements.

The foregoing obligation shall not apply to any claims for damages which arise through the sole active negligence or sole willful misconduct of City. Owner shall defend, at its sole cost, expense and liability, including attorneys' fees, City, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions of Owner. City may, in its discretion, participate in the defense of any such legal claim, action or proceeding and shall be entitled to reimbursement from Owner for any and all costs associated with such defense including, without limitation, reasonable attorneys' fees.

11.4 Environmental Contamination. Owner shall indemnify and hold City, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting any acts or omissions of City as successor to any portions of the Property Dedicated or transferred to City by Owner, for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys, fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action or proceeding.

11.5 City to Approve Counsel. With respect to Sections 11.1, through 11.4, inclusive, herein, City reserves the right to either (1) approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that Owner shall reimburse City forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

11.6 Survival. The provisions of Sections 11.1 through 11.6 inclusive, shall survive the expiration or early termination of this Agreement.

11.7 No Waiver of Common Law or Statutory Obligations. City and Owner acknowledge and agree that this Agreement shall not constitute a waiver or abridgement of any common law or statutory obligations which Owner may have with respect to indemnification, defense and contribution in the event that any action or proceeding is commenced against City

which is based upon this Agreement or which is in any way related to any actions taken by Owner pursuant to this Agreement.

ARTICLE 12. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of Section 5.5 of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Owner in the performance of Owner's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Owner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed Owner under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Owner's obligations or other affirmative covenants of Owner hereunder, or to guarantee such performance. However, to the extent that the performance of such covenant by Owner is a condition precedent to the performance of any act by the City, the City shall have no obligation to perform such act hereunder unless and until the Mortgagee performs the covenant of Owner which is the condition precedent to the City's performance. Although a Mortgagee is not obligated to perform the obligations and covenants of Owner hereunder, if the Mortgagee elects to so perform, such performance shall be in full accordance with the terms of this Agreement. Any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 5.4 of this Agreement.

ARTICLE 13. MISCELLANEOUS PROVISIONS.

13.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Kern County Recorder by the City Clerk within the period following the Effective Date as required by Section 65868.5 of the Government Code.

13.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

13.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Article 7 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and City would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever. Notwithstanding the foregoing, the development rights set forth in Article 6 of this Agreement are essential elements of this Agreement and Owner would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

13.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

13.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13.6 Singular and Plural. As used herein, the singular of any word includes the plural.

13.7 Joint and Several Obligations. If at any time during the term of this Agreement any part of the Property is jointly owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement as to that portion of the Property jointly owned shall be joint and several, and the default of any such owner shall be the default of all such owners, except to the extent such portion(s) of the Property and associated obligations have been transferred and assigned pursuant to Section 5.4.1 of this Agreement. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a

member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided herein.

13.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

13.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

13.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

13.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, government regulations, or court actions (such as restraining orders or injunctions). If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years. The failure of either party to obtain or maintain financing necessary for the performance of its respective obligations and duties hereunder shall not be deemed a cause for an extension of the term of this Agreement or a cause for the extension of time for performance of any such obligation by any party hereunder unless mutually agreed to by the parties in writing.

13.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefitted thereby of the covenants to be performed hereunder by such benefitted party.

13.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during Ownership of the Property or any portion thereof.

13.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

13.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the

County of Kern, State of California. Each Party hereto irrevocably consents to the personal jurisdiction of that court. The City and the Owner each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between the City and the Owner, due to the fact that the City is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, the Owner and the City specifically waive any rights provided to it pursuant to California Code of Civil Procedure Section 394. The Owner acknowledges that the provisions of this Section 13.15 are material consideration to the City for its entry into this Agreement, in that the City will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

13.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Owner is that of a government entity regulating the development of private property and the owner of such property.

13.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The provisions of this Section 13.17 shall not require the taking of any actions which are prohibited by law or, except as expressly set forth in this Agreement, including, without limitation, Section 6.7, impair the lawful legislative discretion of the City as to those matters to which the law imparts legislative discretion to the City.

13.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

13.19 Agent for Service of Process. In the event Owner is not a resident of the State of California or is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or is a foreign corporation, then in any such event, Owner shall file with the City Manager or his or her designee, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Owner. If for any reason service of such process upon such agent is not feasible, then in such event Owner may be personally served with such process out of this County and such service shall constitute valid service upon Owner. Owner is amenable to the process so served, submits to the jurisdiction of the Court so obtained, and waives all objections and protests thereto.

13.20 Authority to Execute. The person or persons executing this Agreement on behalf of Owner warrants and represents that he/they have the authority to execute this Agreement on behalf of his/their corporation, partnership or business entity and warrants and represents that he/they has/have the authority to bind Owner to the performance of its obligations hereunder.

13.21 Subsequent Amendment to Authorizing Statute. This Agreement has been entered into in reliance upon the provisions of the statute governing development agreements (Sections 65864 through 65869.5 inclusive) in effect as of the Effective Date. Accordingly, subject to Section 6.5 above, to the extent the subsequent amendment to the Government Code would affect the provisions of this Agreement, such amendment shall not be applicable to the Agreement unless necessary for this Agreement to be enforceable.

13.22 No Personal Obligation/No Completion Obligation. This Agreement in and of itself does not represent a personal obligation of individual officers, directors, and shareholders of Owner, its successors or assigns. Nothing herein contained shall in and of itself be deemed to create an obligation of the Owner, its successors or assigns to complete the development of the entire Project as contemplated, or any particular portion thereof. No officer, official, employee, agent, contractor or attorney of the City shall have any personal liability or obligation for the performance of the City's obligations hereunder.

SIGNATURE PAGE TO
MISSION LAKES SPECIFIC PLAN DEVELOPMENT AGREEMENT NO. 25-22

CITY:

CITY OF SHAFTER, a California municipal corporation

By: _____
Mayor, City of Shafter

ATTEST:

_____
City Clerk

_____
City Manager

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP:

By: _____
City Attorney

SIGNATURE PAGE TO
MISSION LAKES SPECIFIC PLAN DEVELOPMENT AGREEMENT NO. 25-22

OWNER:

Land Reserve, Inc.
(formerly known as Suburban Land Reserve, Inc.)
51 South Main Street, Suite 301
Salt Lake City, UT 84111

OO
BB

By: _____

Its: President

Dated: 10/06/2025

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF UTAH)
COUNTY OF SALT LAKE)ss.
)

On October 06, 2025, before me, Jessica Michelle Blanch, a Notary Public, personally appeared Tyler L. Buswell, 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 signatures(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 Utah that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

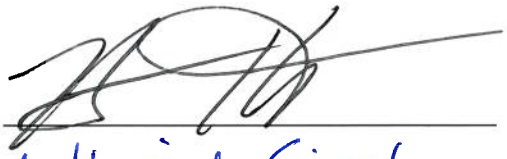
JESSICA MICHELLE BLANCH
Notary Public - State of Utah
Comm. No. 728679
My Commission Expires on
Jan 9, 2027

Notary Public

SIGNATURE PAGE TO
MISSION LAKES SPECIFIC PLAN DEVELOPMENT AGREEMENT NO. 25-22

OWNER:

Millrose Properties California, LLC
5 River Park Place East, Suite 210
Fresno, CA 93720

By: 

Its: Authorized Signatory

Dated: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On October 15, 2025 before me, Christine Collins, Notary Public personally appeared Mike Miller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

CHRISTINE COLLINS
Notary Public - California
Fresno County
Commission # 2466270
My Comm. Expires Nov 7, 2027

SIGNATURE PAGE TO
MISSION LAKES SPECIFIC PLAN DEVELOPMENT AGREEMENT NO. 25-22

OWNER:

7th Standard Ranch Investors LLC
PO Box 82515
Bakersfield, CA 93380

By: _____ Lee Jamieson

Its: MANAGER

Dated: 10/7/25

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Kern)ss.
)

On October 7, 2025, before me, Viola Romero, a Notary Public, personally appeared Lee Jamieson, 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 signatures(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 forgoing paragraph is true and correct.

VIOLA ROMERO
Notary Public - California
Kern County
Commission # 2461638
My Comm. Expires Aug 29, 2027

WITNESS my hand and official seal.

Notary Public

EXHIBIT A
TO DEVELOPMENT AGREEMENT NO. 25-22

Legal Description of the Property

LEGAL DESCRIPTION

Real Property in the City of Shafter, County of Kern, State of California, described as follows:

TRACT 1:

PARCELS 1 THROUGH 22, INCLUSIVE, 25 THROUGH 28, INCLUSIVE, 29 THROUGH 31, INCLUSIVE AND "D" OF PARCEL MAP NO. 11314, IN THE CITY OF SHAFFER, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED JANUARY 31, 2006 IN BOOK 54, PAGES 149 TO 158 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL INTERESTS CONVEYED TO TENNECO OIL COMPANY, A DELAWARE CORPORATION, IN ASSIGNMENT AND CONVEYANCE THEREOF RECORDED NOVEMBER 18, 1988, IN BOOK 6183, PAGE 1167 OF OFFICIAL RECORDS, WHICH INTERESTS CAN BE BRIEFLY SUMMARIZED AS ALL OIL, GAS AND OTHER LIQUID AND GASEOUS HYDROCARBONS AND IN ADDITION THERETO CARBON DIOXIDE, HYDROGEN, HELIUM, NITROGEN, METHANE, SULFUR (IN EACH CASE IN EITHER LIQUID OR GASEOUS FORM) AND ANY OTHER LIQUID OR GASEOUS SUBSTANCES, INERT OR OTHERWISE, OR ANY OF THEM, ANY MINERALS OR OTHER SUBSTANCES PRODUCED IN ASSOCIATION THEREWITH ("HYDROCARBONS") IN, ON OR UNDER THE PREMISES, TOGETHER WITH ALL RIGHTS, PRIVILEGES, DUTIES AND RESPONSIBILITIES IN ANY WAY RELATED THERETO. IT IS ACKNOWLEDGED THAT THIS RESERVATION IS FULLY SET FORTH IN THE CONVEYANCE REFERRED TO ABOVE AND THAT TITLE IS SUBJECT TO THAT CONVEYANCE AND NOT SUBJECT TO THIS SUMMARY WHICH IS FOR CONVENIENCE ONLY. SAID ASSIGNMENT AND CONVEYANCE WAS CLARIFIED BY FIRST AMENDMENT THEREOF RECORDED JANUARY 17, 1989, IN BOOK 6200, PAGE 1908 OF OFFICIAL RECORDS.

APN'S: 536-010-20 THROUGH 536-010-24, 536-010-26 THROUGH -536-010-29, 536-010-32, 536-010-34, 536-010-35 THROUGH 536-010-40, 536-010-42 THROUGH 45, 536-010-49 THROUGH 536-010-51, 536-010-63, 536-010-67 THROUGH 536-010-70, 536-010-72, 536-010-73, 536-010-81, 536-010-84, AND 536-010-86 THROUGH 536-010-91

TRACT 2:

PARCELS 23, 24 AND 29 OF PARCEL MAP 11314, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED JANUARY 31, 2006 IN BOOK 54, PAGES 149 THROUGH 158, INCLUSIVE, OF PARCEL MAPS OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL INTERESTS CONVEYED TO TENNECO OIL COMPANY, A DELAWARE CORPORATION, IN ASSIGNMENT AND CONVEYANCE THEREOF RECORDED NOVEMBER 18, 1988, IN BOOK 6183, PAGE 1167, OF OFFICIAL RECORDS, WHICH INTERESTS CAN BE BRIEFLY SUMMARIZED AS ALL OIL, GAS AND OTHER LIQUID AND GASEOUS HYDROCARBONS, AND IN ADDITION THERETO CARBON DIOXIDE, HYDROGEN, HELIUM, NITROGEN, METHANE, SULFUR (IN EACH CASE IN EITHER LIQUID OR GASEOUS FORM) AND ANY OTHER LIQUID OR GASEOUS SUBSTANCES, INERT OR OTHERWISE, OR ANY OF THEM, AND ANY MINERALS OR OTHER SUBSTANCES PRODUCED IN ASSOCIATION THEREWITH ("HYDROCARBONS") IN, ON OR UNDER THE PREMISES, TOGETHER WITH ALL RIGHTS, PRIVILEGES, DUTIES AND RESPONSIBILITIES IN ANY WAY RELATED THERETO, IT IS ACKNOWLEDGED THAT THIS RESERVATION IS FULLY SET FORTH IN THE CONVEYANCE REFERRED TO ABOVE AND THAT TITLE IS SUBJECT TO THAT CONVEYANCE AND NOT SUBJECT TO THIS SUMMARY WHICH IS FOR CONVENIENCE ONLY. SAID ASSIGNMENT AND CONVEYANCE WAS CLARIFIED BY FIRST AMENDMENT THEREOF RECORDED JANUARY 17, 1989, IN BOOK 6200, PAGE 1908, OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY AND ALL WATER RIGHTS OR WATER STOCK APPURTENANT TO OR USED IN CONNECTION WITH THE LAND AND ALL MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS WHETHER IN SOLID, LIQUID OR GASEOUS FORM, AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY ON, IN OR UNDER THE ABOVE DESCRIBED LAND, (THE "MINERAL ESTATE"), PROVIDED THAT GRANTOR DOES NOT RESERVE THE RIGHT TO ENTER UPON OR USE THE SURFACE OR ANY PART OF THE SUBJECT LANDS ABOVE A DEPTH OF 500

FEET BELOW THE SURFACE, AS RESERVED BY FARMLAND RESERVE, INC., A UTAH CORPORATION IN DEED RECORDED OCTOBER 7, 2004 AS DOCUMENT NO. 04-243888 OF OFFICIAL RECORDS.

APN'S: 536-010-33, 536-010-41, 536-010-71, 536-010-74 AND 536-010-85

TRACT 3:

PARCEL A (WELL 4E 36-1)

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE SOUTH 89°13'33" EAST ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 14.45 FEET TO THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 29 SOUTH, RANGE 26 EAST, MOUNT DIABLO MERIDIAN; THENCE SOUTH 89°14'03" EAST ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 1028.00 FEET; THENCE NORTH 00°45'57" EAST, A DISTANCE OF 251.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE 1) NORTH 44°44'39" WEST, A DISTANCE OF 110.00 FEET;
THENCE 2) NORTH 45°15'21" EAST, A DISTANCE OF 70.94 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CALLOWAY CANAL;
THENCE 3) SOUTH 44°44'39" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 110.00 FEET;
THENCE 4) SOUTH 45°15'21" WEST, A DISTANCE OF 70.94 FEET TO THE TRUE POINT OF BEGINNING.

APN: 536-010-13

PARCEL B (WELL 4E 36-2)

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE NORTH 02°10'43" EAST ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 2135.15 FEET; THENCE SOUTH 87°49'17" EAST, A DISTANCE OF 840.17 FEET TO THE TRUE POINT OF BEGINNING;
THENCE 1) NORTH 17°14'21" EAST, A DISTANCE OF 100.00 FEET;
THENCE 2) SOUTH 72°45'39" EAST, A DISTANCE OF 85.51 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CALLOWAY CANAL;
THENCE 3) SOUTH 47°31'21" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 8.46 FEET;
THENCE 3) SOUTH 17°14'21" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 92.70 FEET;
THENCE 4) NORTH 72°45'39" WEST, A DISTANCE OF 81.25 FEET TO THE TRUE POINT OF BEGINNING.

APN: 536-01-12

PARCEL C (WELL 4E 36-3)

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE SOUTH 02°11'12" WEST ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 1532.23 FEET; THENCE SOUTH 87°48'48" EAST, A DISTANCE OF 1838.10 FEET TO THE TRUE POINT OF BEGINNING;
THENCE 1) SOUTH 80°52'39" EAST, A DISTANCE OF 61.20 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CALLOWAY CANAL;
THENCE 2) SOUTH 09°07'21" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET;
THENCE 3) NORTH 80°52'39" WEST, A DISTANCE OF 61.20 FEET;
THENCE 4) NORTH 09°07'21" EAST, A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 536-010-11

PARCEL D (WELL 4E 36-4)

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE SOUTH 89°14'39" EAST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 799.97 FEET; THENCE SOUTH 00°45'21" WEST, A DISTANCE OF 79.71 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CALLOWAY CANAL AND THE TRUE POINT OF BEGINNING;
THENCE 1) SOUTH 35°48'39" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET;
THENCE 2) SOUTH 54°11'21" WEST, A DISTANCE OF 62.26 FEET;

THENCE 3) NORTH 35°48'39" WEST, A DISTANCE OF 100.00 FEET,
THENCE 4) NORTH 54°11'21" EAST, A DISTANCE OF 62.26 FEET TO THE TRUE POINT OF BEGINNING.

APN: 536-010-10

PARCEL E

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 02°10’34" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1700.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CALLOWAY CANAL; THENCE SOUTH 66°52'59" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 12.14 FEET TO THE TRUE POINT OF BEGINNING;
THENCE 1) SOUTH 66°52'59" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET;
THENCE 2) SOUTH 23°07’01” WEST, A DISTANCE OF 34.68 FEET;
THENCE 3) NORTH 66°52'59" WEST, A DISTANCE OF 100.00 FEET;
THENCE 4) NORTH 23°07'01" EAST, A DISTANCE OF 34.68 FEET TO THE TRUE POINT OF BEGINNING.

APN: 536-010-09

PARCEL F

ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS NORTH 89°12'12" WEST; THENCE SOUTH 45°44'16" WEST A DISTANCE OF 3730.76 FEET TO THE TRUE POINT OF BEGINNING;
THENCE (1) SOUTH 02°12'57" WEST, A DISTANCE OF 40.00 FEET;
THENCE (2) NORTH 87°47'03" WEST, A DISTANCE OF 40.00 FEET;
THENCE (3) NORTH 02°12'57" EAST, A DISTANCE OF 40.00 FEET;
THENCE (4) SOUTH 87°47'03" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

APN: 536-010-80

EXHIBIT B
TO DEVELOPMENT AGREEMENT NO. 25-22

Map of Property and Ownership Information

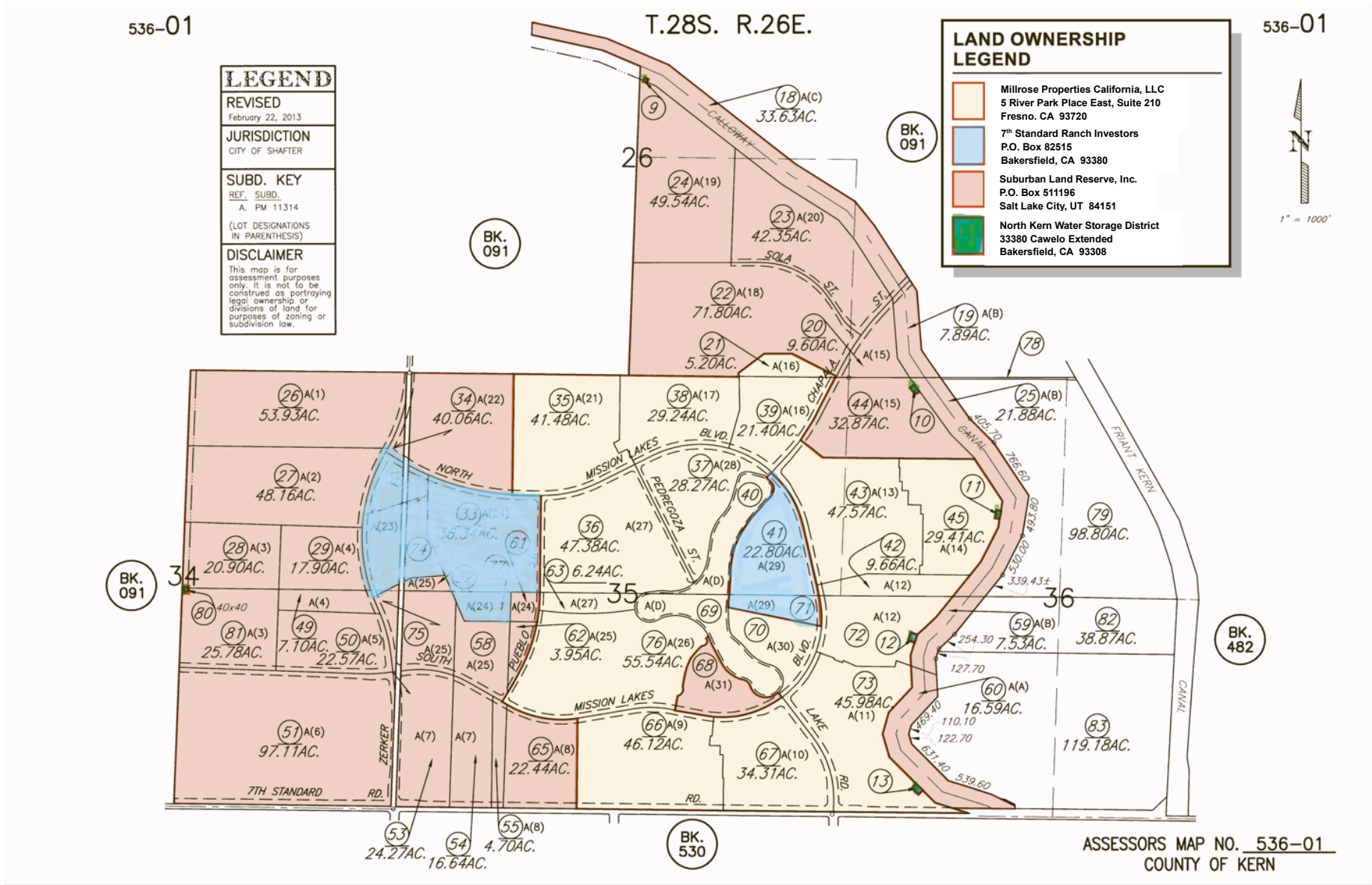

536-01
T.28S. R.26E.
536-01
LEGEND
REVISED
February 22, 2013
JURISDICTION
CITY OF SHAFTER
SUBD. KEY
REF. SUBD.
A. PM 11314
(LOT DESIGNATIONS IN PARENTHESIS)
DISCLAIMER
This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.
LAND OWNERSHIP LEGEND
Millrose Properties California, LLC
5 River Park Place East, Suite 210
Fresno. CA 93720
7th Standard Ranch Investors
P.O. Box 82515
Bakersfield, CA 93380
Suburban Land Reserve, Inc.
P.O. Box 511196
Salt Lake City, UT 84151
North Kern Water Storage District
33380 Cawelo Extended
Bakersfield, CA 93308
1" = 1000'
BK. 091
BK. 530
BK. 482
26
34
35
36
CALLOWAY
SOLA ST.
CHAPARRAL ST.
MISSION LAKES BLVD.
NORTH
PEDREGOZA ST.
PUEBLO
SOUTH
LAKE RD.
ZERKER
7TH STANDARD RD.
FRIANT KERN CANAL
18 A(C) 33.63AC.
24 A(19) 49.54AC.
23 A(20) 42.35AC.
22 A(18) 71.80AC.
19 A(B) 7.89AC.
20 9.60AC.
21 5.20AC.
A(16)
A(15)
78
25 A(B) 21.88AC.
26 A(1) 53.93AC.
34 A(22) 40.06AC.
35 A(21) 41.48AC.
38 A(17) 29.24AC.
39 A(16) 21.40AC.
44 A(15) 32.87AC.
10
405.70
766.60
493.80
530.00
339.43±
27 A(2) 48.16AC.
37 A(28) 28.27AC.
40
43 A(13) 47.57AC.
11
45 29.41AC. A(14)
79 98.80AC.
28 A(3) 20.90AC.
29 A(4) 17.90AC.
33 A(24) 36.34AC.
A(23)
74
61
A(25)
32
36 47.38AC.
A(27)
63 6.24AC.
41 22.80AC. A(29)
42 9.66AC.
A(12)
80 40x40
81 A(3) 25.78AC.
49 7.10AC.
A(4)
50 A(5) 22.57AC.
75
A(25)
58
A(25)
A(24)
62 A(25) 3.95AC.
A(D)
69
71
70
A(30)
76 A(26) 55.54AC.
68 A(31)
72
12
A(12)
59 A(B) 7.53AC.
254.30
127.70
82 38.87AC.
73 45.98AC. A(11)
60 A(A) 16.59AC.
469.40
110.10
122.70
631.40
539.60
83 119.18AC.
51 A(6) 97.11AC.
A(7)
A(7)
65 A(8) 22.44AC.
66 A(9) 46.12AC.
67 A(10) 34.31AC.
13
53 24.27AC.
54 16.64AC.
55 A(8) 4.70AC.
ASSESSORS MAP NO. 536-01
COUNTY OF KERN

EXHIBIT C
TO DEVELOPMENT AGREEMENT NO. 25-22

Current Mission Lakes Specific Plan

Available at:

City of Shafter
336 Pacific Avenue
Shafter, CA 93263

OR

Online at:

www.shafterca.gov/DocumentCenter/View/6045/
Mission-Lakes-SP

EXHIBIT D
TO DEVELOPMENT AGREEMENT NO. 25-22

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This Assignment and Assumption of Development Agreement ("Assignment") is made this ____ day of _____, by _____, a _____ ("Assignor") and _____ ("Assignee") with reference to the following facts:

A. Assignor is the owner of that certain real property, described in Exhibit "A", attached hereto and incorporated herein (the "Property"). The Property is subject to the provisions of that certain Development Agreement No. 25-22 ("Development Agreement"), dated as of _____, with the City of Shafter, a California municipal corporation ("City"). The Development Agreement was recorded on _____, as instrument no._____, in the official records of the Kern County Recorder.

B. Assignor has proposed to sell and transfer the Property to Assignee. Pursuant to Section 5.4.1 of the Development Agreement, Assignor wishes to assign all rights, duties, and obligations pertaining to the Property under the Development Agreement to Assignee. Similarly, Assignee desires to assume all of Assignor's rights, duties, and obligations pertaining to the Property under the Development Agreement.

C. Assignor's proposed sale and transfer of the Property to Assignee has been reviewed and approved by the City pursuant to Section 5.4.1 of the Development Agreement, as evidenced by the City's execution of this Assignment below.

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein, and for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals**. The Recitals of fact set forth above are true and correct and are incorporated into this Agreement in their entirety by this reference.

2. **Assignment and Assumption**. Assignor hereby transfers and assigns to Assignee, and Assignee hereby expressly and unconditionally assumes all the rights, duties and obligations of Assignor under the Development Agreement to the extent those rights pertain to the Property, including, without limitation, all of the general rights, duties and obligations of Assignor under the Development Agreement for the development of the Property. Assignee agrees to observe and fully perform all of Assignor's obligations under the Development Agreement, and to be subject to all the terms and conditions thereof, it being the express intention of both Assignor and Assignee that, upon execution of this Assignment, Assignee shall become substituted for Assignor as the "Owner" under the Development Agreement with respect to the Property.

3. **Secured Obligations**. Pursuant to section 5.4.1(b) of the Development Agreement, Assignee has provided the City with security equivalent to any security previously provided by Assignor to secure performance of its obligations under the Development Agreement.

4. **Release of Assignor**. Pursuant to section 5.4.1(c) of the Development Agreement, Assignor shall be free from any and all liabilities pertaining to the Property accruing on or after the date hereof with respect to the Development Agreement. No breach or default under this Assignment or the Development Agreement by Assignee shall be attributed to Assignor.

5. **Governing Law**. This Assignment is made and entered into in the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California. Venue shall be in Kern County.

6. **Binding Effect**. This Assignment shall apply to, bind, and inure to benefit of Assignor and Assignee, and their respective heirs, legal representatives, successors and assigns.

7. **Counterparts**. This Assignment may be executed in one or more counterparts, each of which shall be an original, but all of which shall together constitute one instrument.

[Signatures on Following Pages]

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

"ASSIGNOR"

_____

a _____

By: _____

Name:_____

Its: _____

"**ASSIGNEE**"

_____

a _____

By:_____

Name: _____

Its: _____

[Intentionally Left Blank]

The City of Shafter hereby approves of this Assignment and acknowledges that Assignor, having satisfied the conditions to the release set forth in Section 5.4.1 of the Development Agreement, shall be released from its obligations under the Development Agreement with respect to the Property described in Exhibit A.

CITY OF SHAFTER, a California municipal law corporation

By: _____

Name:

Its:

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM
BEST BEST & KRIEGER LLP

By: _____
City Attorney

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)ss.
)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 signatures(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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)ss.
)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 signatures(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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT A TO EXHIBIT "D"
LEGAL DESCRIPTION OF PROPERTY BEING ASSIGNED

EXHIBIT E
TO DEVELOPMENT AGREEMENT NO. 25-22

Public Improvement Phasing Plan

Phase 1 Tract 7461

Roads: North half improvements of Seventh Standard Road from the west side of Calloway Canal to the west boundary line of Phase 1, Full width improvements[1] (not including sidewalk and landscaping on east side) of Lake Road, including sidewalk and landscaping along the west side of Lake Road for the tract frontage, Full width improvements (not including sidewalk and landscaping on north side) of Mission Lakes Boulevard South from Lake Road to the south end of Street A, including sidewalk and landscaping along the south side of Mission Lakes Boulevard, and fire access improvements consisting of base rock and two-lane asphalt pavement on Mission Lakes Boulevard South from the south end of Street A to Zerker Road.

Sewer: Sewer main from the point of connection on Seventh Standard Road at Zerker Road to Mission Lakes Boulevard South, east along Mission Lakes Boulevard South to Lake Road, south to point of connection on Seventh Standard Road.

Water: Domestic and Irrigation mains from Oildale Mutual Water Company connection in Seventh Standard Road across Calloway Canal along Seventh Standard Road to Zerker Road. A tee main connection will be installed at Lake Road to continue to Mission Lakes Boulevard South, then continuing along Mission Lakes Boulevard South to Zerker Road, then south on Zerker Road to Seventh Standard Road.

Utilities: Power, Gas, Telephone, Fiber and Cable TV to serve Phase 1.

Signal: Traffic Signal at intersection of Seventh Standard Road and Lake Road.

Phase 2 Tract 7462

Roads: Sidewalks and landscape for east side of Lake Road, Full width improvements (not including sidewalk and landscaping on west side) of Mission Lakes Boulevard East from Lake Road to Street D, including landscape and sidewalk along east side of Mission Lakes Blvd from Lake Road to D Street and Full width improvements (not including sidewalk and landscaping on west side) of Street D to the Phase 2 north boundary, including landscape and sidewalk on east side of D street from Mission Lakes Blvd to northerly boundary of Phase 2.

[1] Full width improvement means curb-to-curb.

Sewer: Sewer main along Mission Lakes Boulevard East from Lake Road to Street D, along Street D to the Phase 2 north boundary.

Water: Domestic and Irrigation mains from Oildale Mutual Water Company, along Mission Lakes Boulevard East from Lake Road to Street D, then along Street D to Mission Lakes boundary connecting to Gossamer Grove development.

Utilities: Power, Gas, Telephone, Fiber and Cable TV to serve Phase 2.

Phase 3 Tract 7463

Roads: Full width improvements (not including sidewalk and landscaping on north side) of Mission Lakes Boulevard North along Phase 3 frontage, including landscape and sidewalk on south side of Mission Lakes Blvd North for Phase 3 frontage and Full width improvements (not including sidewalk and landscaping on west side) of Street A, including landscape and sidewalk along east side of A Street from Mission Lakes Blvd South to Mission Lakes Blvd North; sidewalk and landscaping on the north side of Mission Lakes Boulevard South from Street A to the eastern boundary of Phase 3.

Sewer: Sewer main along Street A from Mission Lakes Boulevard South to Mission Lakes Boulevard North, and along Mission Lakes Boulevard North from Street D to Lennar's western property line/Suburban Land's eastern property line.

Water: Domestic and Irrigation mains from Oildale Mutual Water Company, along Street A from Mission Lakes Boulevard South to Mission Lakes Boulevard North, and along Mission Lakes Boulevard North from Street D to Lennar's western property line/Suburban Land's eastern property line.

Utilities: Power, Gas, Telephone, Fiber and Cable TV to serve Phase 3.

Signals: Traffic Signals at intersections of Mission Lakes Boulevard South and Zerker Road, and Mission Lakes Boulevard North and Zerker Road (if warranted by a traffic impact study).

Phase 4 Tract 7464

Roads: Sidewalks and landscape for north side of Mission Lakes Boulevard North along Phase 4, full width improvements along Mission Lakes Blvd North from westerly boundary of Phase 4 to A Street and Full width improvements (not including sidewalk and landscaping on east side) of Street D from Phase 2 boundary to the north boundary of Phase 4, including landscape and sidewalk

improvements along west side of D Street from Mission Lakes Blvd to northerly boundary of Phase 4.

Sewer: Sewer main along Street D from Phase 2 boundary to the north boundary of Phase 4.

Water: Domestic and Irrigation mains from Oildale Mutual Water Company installed with Phases 1-3.

Utilities: Power, Gas, Telephone, Fiber and Cable TV to serve Phase 4.

Signals: Traffic Signals at intersections of Mission Lakes Boulevard South and Zerker Road, and Mission Lakes Boulevard North and Zerker Road (if warranted by a traffic impact study).

Phase 5

Roads: North half improvements of Seventh Standard Road from the west boundary line of Phase 5 to the west boundary of Phase 1, and Full width improvements (including sidewalks and landscape for south side) of Mission Lakes Boulevard South from Street A to the west boundary line of Phase 5, and Full width improvements along Zerker Road from Mission Lakes Boulevard South to Seventh Standard Road, including landscape and sidewalk on both side of Zerker Road from 7th Std Road to Mission Lakes Blvd South.

Sewer: Sewer main along Mission Lakes Boulevard South from Zerker Road to the west boundary of Phase 5.

Water: Domestic and Irrigation mains from Oildale Mutual Water Company connection in Seventh Standard Road from Zerker Road to the west boundary of Phase 5, and along Mission Lakes Boulevard South from Zerker Road to the west boundary of Phase 5.

Utilities: Power, Gas, Telephone, Fiber and Cable TV to serve Phase 5.

Signals: Modifications to existing traffic signal and loop detectors at the intersection of Zerker Road and 7th Std Road.

Traffic Signals at intersections of Mission Lakes Boulevard South and Zerker Road, and Mission Lakes Boulevard North and Zerker Road (if warranted by a traffic impact study).

Phase 6

Roads: Full width improvements including landscape and sidewalk on both sides of Mission Lakes Boulevard North from Zerker Road to west boundary of Phase 4, and Full width improvements including landscape and sidewalk on both sides of Zerker Road from Mission Lakes Boulevard South to north boundary of Phase 6; sidewalk and landscaping on the west side of A Street between Mission Lakes Boulevard South and Mission Lakes Boulevard North.

Sewer: Sewer main along Mission Lakes Boulevard North from Zerker Road to the west boundary of Phase 4, and along Zerker Road from Mission Lakes Boulevard South to north boundary of Phase 6.

Water: Domestic and Irrigation mains from Oildale Mutual Water Company Mission Lakes Boulevard North from Zerker Road to the west boundary of Phase 4, and along Zerker Road from Mission Lakes Boulevard South to north boundary of Phase 6.

Utilities: Power, Gas, Telephone, Fiber and Cable TV to serve Phase 6.

Signals: Traffic Signals at intersections of Mission Lakes Boulevard South and Zerker Road, and Mission Lakes Boulevard North and Zerker Road (if warranted by a traffic impact study).

Phase 7

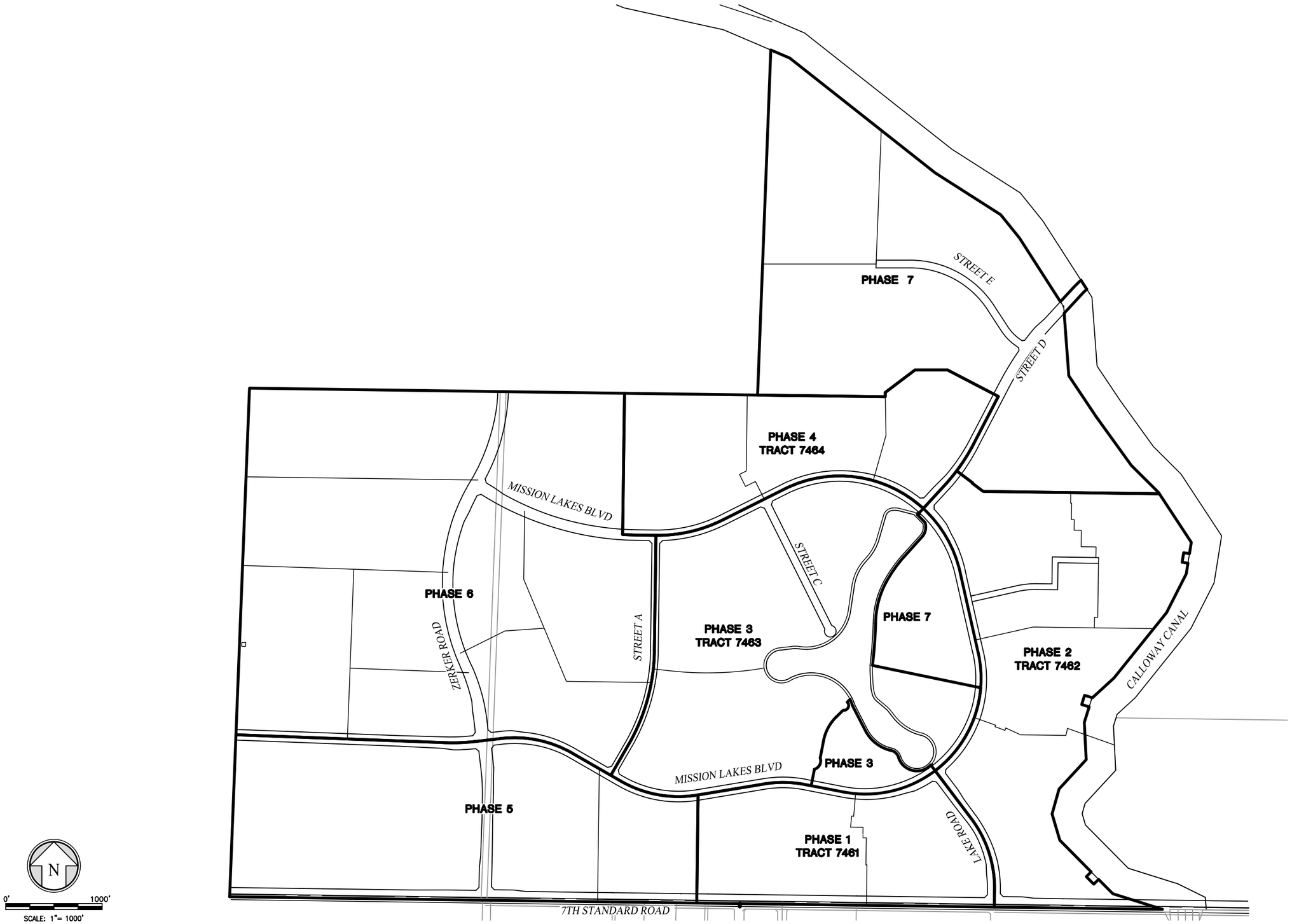
Roads: Full width improvements of Street D from north Phase 4 boundary to northeast side of the Calloway Canal including roadway bridge over Calloway Canal and sidewalk and landscaping on both sides of D Street along Phase 7 frontage; sidewalk and landscaping on the west side of Mission Lakes Boulevard from the Phase 3 boundary to Street D. -

Sewer: Sewer main along Street D from north Phase 4 boundary to Street E.

Water: Domestic and Irrigation mains from Oildale Mutual Water Company installed with Phases 1-3.

Utilities: Power, Gas, Telephone, Fiber and Cable TV to serve Phase 7.

Signals: Traffic Signals at intersections of Mission Lakes Boulevard South and Zerker Road, and Mission Lakes Boulevard North and Zerker Road (if warranted by a traffic impact study).



MISSION LAKES DEVELOPMENT AGREEMENT
EXHIBIT "E"
PUBLIC IMPROVEMENT PHASING PLAN
PHASE MAP

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA
© COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.

PROJECT NO.:	210045
DRAWN BY:	RLG
QA/QC BY:	CW
SCALE:	AS SHOWN
SHEET NO.:	1 OF 8

L:\PROJECTS\2021\210045\ACAD\EXHIBITS\DEVELOPMENT AGREEMENT\210045-DA-MAPS.DWG 12/8/2025 3:51 PM

LEGEND

ROAD IMPROVEMENTS

SEWER MAIN

UTILITIES (P,G,T,CATV)

WATER AND IRRIGATION MAIN

TRAFFIC SIGNAL



N

0' 1000'

SCALE: 1"= 1000'

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

© COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.

MISSION LAKES DEVELOPMENT AGREEMENT
EXHIBIT "E"
PUBLIC IMPROVEMENT PHASING PLAN
PHASE 1 IMPROVEMENTS

PROJECT NO.: 210045
DRAWN BY: RLG
QA/QC BY: CW
SCALE: AS SHOWN
SHEET NO.: 2 OF 8

L:\PROJECTS\2021\210045\ACAD\EXHIBITS\DEVELOPMENT AGREEMENT\210045-DA-MAPS.DWG 12/8/2025 3:51 PM

LEGEND

- ROAD IMPROVEMENTS
- SEWER MAIN
- UTILITIES (P,G,T,CATV)
- WATER AND IRRIGATION MAIN
- TRAFFIC SIGNAL



N

0' 1000'

SCALE: 1"= 1000'

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

© COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.

MISSION LAKES DEVELOPMENT AGREEMENT
EXHIBIT "E"
PUBLIC IMPROVEMENT PHASING PLAN
PHASE 2 IMPROVEMENTS

PROJECT NO.:	210045
DRAWN BY:	RLG
QA/QC BY:	CW
SCALE:	AS SHOWN
SHEET NO.:	3 OF 8

L:\PROJECTS\2021\210045\ACAD\EXHIBITS\DEVELOPMENT AGREEMENT\210045-DA-MAPS.DWG 12/8/2025 3:51 PM

LEGEND

- ROAD IMPROVEMENTS
- SEWER MAIN
- UTILITIES (P,G,T,CATV)
- WATER AND IRRIGATION MAIN
- TRAFFIC SIGNAL



N

0' 1000'

SCALE: 1"= 1000'

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

© COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.

MISSION LAKES DEVELOPMENT AGREEMENT
EXHIBIT "E"
PUBLIC IMPROVEMENT PHASING PLAN
PHASE 3 IMPROVEMENTS

PROJECT NO.: 210045
DRAWN BY: RLG
QA/QC BY: CW
SCALE: AS SHOWN
SHEET NO.: 4 OF 8

L:\PROJECTS\2021\210045\ACAD\EXHIBITS\DEVELOPMENT AGREEMENT\210045-DA-MAPS.DWG 12/8/2025 3:51 PM

LEGEND

- ROAD IMPROVEMENTS
- SEWER MAIN
- UTILITIES (P,G,T,CATV)
- WATER AND IRRIGATION MAIN
- TRAFFIC SIGNAL



N

0' 1000'

SCALE: 1"= 1000'

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

© COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.

MISSION LAKES DEVELOPMENT AGREEMENT
EXHIBIT "E"
PUBLIC IMPROVEMENT PHASING PLAN
PHASE 4 IMPROVEMENTS

PROJECT NO.: 210045
DRAWN BY: RLG
QA/QC BY: CW
SCALE: AS SHOWN
SHEET NO.: 5 OF 8

L:\PROJECTS\2021\210045\ACAD\EXHIBITS\DEVELOPMENT AGREEMENT\210045-DA-MAPS.DWG 12/8/2025 3:51 PM

LEGEND

- ROAD IMPROVEMENTS
- SEWER MAIN
- UTILITIES (P,G,T,CATV)
- WATER AND IRRIGATION MAIN
- TRAFFIC SIGNAL



N

0' 1000'

SCALE: 1"= 1000'

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA
© COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.

MISSION LAKES DEVELOPMENT AGREEMENT
EXHIBIT "E"
PUBLIC IMPROVEMENT PHASING PLAN
PHASE 5 IMPROVEMENTS

PROJECT NO.:	210045
DRAWN BY:	RLG
QA/QC BY:	CW
SCALE:	AS SHOWN
SHEET NO.:	6 OF 8

L:\PROJECTS\2021\210045\ACAD\EXHIBITS\DEVELOPMENT AGREEMENT\210045-DA-MAPS.DWG 12/8/2025 3:51 PM

LEGEND

- ROAD IMPROVEMENTS
- SEWER MAIN
- UTILITIES (P,G,T,CATV)
- WATER AND IRRIGATION MAIN
- TRAFFIC SIGNAL



N

0' 1000'

SCALE: 1"= 1000'

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

© COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.

MISSION LAKES DEVELOPMENT AGREEMENT
EXHIBIT "E"
PUBLIC IMPROVEMENT PHASING PLAN
PHASE 6 IMPROVEMENTS

PROJECT NO.: 210045
DRAWN BY: RLG
QA/QC BY: CW
SCALE: AS SHOWN
SHEET NO.: 7 OF 8

L:\PROJECTS\2021\210045\ACAD\EXHIBITS\DEVELOPMENT AGREEMENT\210045-DA-MAPS.DWG 12/8/2025 3:51 PM

LEGEND

- ROAD IMPROVEMENTS
- SEWER MAIN
- UTILITIES (P,G,T,CATV)
- WATER AND IRRIGATION MAIN
- TRAFFIC SIGNAL



N

0' 1000'

SCALE: 1"= 1000'

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

© COPYRIGHT BY QUAD KNOPF, INC. UNAUTHORIZED USE PROHIBITED.

MISSION LAKES DEVELOPMENT AGREEMENT
EXHIBIT "E"
PUBLIC IMPROVEMENT PHASING PLAN
PHASE 7 IMPROVEMENTS

PROJECT NO.: 210045
DRAWN BY: RLG
QA/QC BY: CW
SCALE: AS SHOWN
SHEET NO.: 8 OF 8

L:\PROJECTS\2021\210045\ACAD\EXHIBITS\DEVELOPMENT AGREEMENT\210045-DA-MAPS.DWG 12/8/2025 3:51 PM

EXHIBIT F
TO DEVELOPMENT AGREEMENT NO. 25-22

Mission Lakes Specific Plan Park Improvements

EXHIBIT F
TO DEVELOPMENT AGREEMENT NO. 24-22

Mission Lakes Specific Plan Park Improvements

Per the *Mission Lakes Specific Plan* ("Plan") approved July 16, 2024 (Ordinance No. 754), there are thirteen (13) parks found within the Plan area. A brief description of the parks can be found in the table below:

Planning Area (PA)*	Acres per Park (minimum)	Minimum Number of Parks in PA
PA-1	1.0	1
PA-2a	2.0	1
PA-2b	Not Applicable	0
PA-2c	Not Applicable	0
PA-3	1.0	1
PA-4	1.0	1
PA-5	1.0	2
PA-6	Not Applicable	0
PA-7a	2.0	1
PA-7b	Not Applicable	0
PA-8	1.0	1
PA-9	2.0	1
PA-10	44.1	1
PA-11	24.1	1
PA-12	Not Applicable	0
PA-13	Not Applicable	0
PA-14	1.0	1
PA-15	1.0	1
PA-16	Not Applicable	0
*Planning Areas and general park locations within the Planning Areas found in Figures 3-1 and 3-4, respectively, of the *Mission Lakes Specific Plan* approved July 16, 2024.		

In lieu of paying a Park Impact Fee for each dwelling unit, the Owner may design and fully construct publicly accessible parks included in the Plan, which shall be completed within eight (8) months of commencing park construction.

Per the approved Plan, "[n]eighborhood parks shall be completed prior to the issuance of 60% of the certificates of occupancy for dwelling units in their respective planning area where they are located." Additionally, the Plan requires that the 44.1-acre park in PA-10 "shall be completed prior to issuance of the certificates of occupancy for 1,500 dwelling units within the Specific Plan area." Finally, the Plan requires that the construction of the 24.1-acre park in PA-11 begin "after the issuance of the certificates of occupancy for 2,500 dwelling units within the Specific Plan area and completed before 3,000 certificates of occupancy for dwelling units have been issued." However,

the City of Shafter reserves the right to revise these requirements through unique conditions of approval for a future tract map, site plan, etc. applicable to a subject planning area.

Also, per the Plan, where possible, "detention basins should be integrated into [the Mission Lakes Specific Plan area] as landscaped open space areas for passive recreation and/or playfields."

Additionally, per the Plan, "[t]he neighborhood pocket parks will be landscaped with a small grove of trees, shrubs, and other plant material as described in the project's plant palette which will be determined by the master developer. The public and neighborhood pocket parks will have unique identities and shall contain any combination of passive sitting areas, open space turf areas for various activities, tot lots, walkways, and decorative lighting, subject to approval of the Planning Director."

The general landscaping standards for parks found in the Plan are as follows:

> All areas required to be landscaped will be planted with turf, groundcover, shrubs, or trees selected from the plant palette contained in these guidelines. The private recreational facilities and neighborhood parks, neighborhood commercial center, and common landscaped areas are permitted to be planted with a hydroseed mix. Sod shall be used for required front yard landscaping. A combination of hydroseed mix and flatted groundcovers shall be used to cover areas between shrubs and trees to prevent erosion. Colorful perennials also will be a part of these plantings. Plants with similar watering requirements shall be planted together in order to simplify the irrigation systems and increase water use efficiency. Priority use of water shall be considered, meaning that visually sensitive areas are entitled to use more water than low visual impact areas. Visually sensitive areas include entries and highly traveled street frontages.

The Plan also provides guidance on drought tolerance as follows:

> The landscape palette for the Mission Lakes Specific Plan shall promote selective drought tolerance through the use of native and naturalizing species. All common landscape areas shall be equipped with automatic irrigation systems. Drip or bubbler irrigation shall be provided where feasible. Automatic controllers shall be equipped with automatic rain-shut-off devices and provide for various type of water management options.

Finally, the Plan provides guidance on plant materials as follows:

> Conceptual planting guidelines have been established through this Specific Plan. More detailed plant material guidelines and plant palette shall be established by the master developer…and will provide flexibility and diversity in plant material selection, while maintaining a limited palette in order to give greater unity and thematic identity to the

community. The plant material lists will be selected for their appropriateness to the project theme, climatic conditions, soil conditions, and concern for maintenance and shall be made available of the City of Shafter Planning department. Wherever possible, overall plant material groupings shall have compatible drought resistant characteristics. Irrigation programming can then be designed to minimize water application for the entire landscape setting. Consideration must be given when locating trees to avoid potential long-term problems with tree roots, but the City will have final approval for clearances when public facilities may be affected.

Per the approved *Marcona Preserve Specific Plan*, the following is applicable to the park(s) to be developed within the subject Planning Area:

PA-1

- One neighborhood park with a minimum size of 1.0 acres.
- Shall include special landscaping such as focal elements with specimen trees, flowering shrubbery, and turf. Additional elements such as tot lots, picnic tables, benches, low fences and gates, or archways should be provided to further tie these spaces into the neighborhood character.
- Lighting of park shall be designed to minimize light spillage onto adjacent and nearby properties.

PA-2a

- One neighborhood park with a minimum size of 2.0 acres.
- Shall include special landscaping such as focal elements with specimen trees, flowering shrubbery, and turf. Additional elements such as tot lots, picnic tables, benches, low fences and gates, or archways should be provided to further tie these spaces into the neighborhood character.
- Lighting of park shall be designed to minimize light spillage onto adjacent and nearby properties.

PA-3

- One neighborhood park with a minimum size of 1.0 acres.
- Shall include special landscaping such as focal elements with specimen trees, flowering shrubbery, and turf. Additional elements such as tot lots, picnic tables, benches, low fences and gates, or archways should be provided to further tie these spaces into the neighborhood character.
- Lighting of park shall be designed to minimize light spillage onto adjacent and nearby properties.

PA-4

- One neighborhood park with a minimum size of 1.0 acres.
- Shall include special landscaping such as focal elements with specimen trees, flowering shrubbery, and turf. Additional elements such as tot lots, picnic tables, benches, low fences and gates, or archways should be provided to further tie these spaces into the neighborhood character.
- Lighting of park shall be designed to minimize light spillage onto adjacent and nearby properties.

PA-5

- Two neighborhood parks with a minimum size of 1.0 acres.
- Shall include special landscaping such as focal elements with specimen trees, flowering shrubbery, and turf. Additional elements such as tot lots, picnic tables, benches, low fences and gates, or archways should be provided to further tie these spaces into the neighborhood character.
- Lighting of parks shall be designed to minimize light spillage onto adjacent and nearby properties.

PA-7a

- One neighborhood park with a minimum size of 2.0 acres.
- Shall include special landscaping such as focal elements with specimen trees, flowering shrubbery, and turf. Additional elements such as tot lots, picnic tables, benches, low fences and gates, or archways should be provided to further tie these spaces into the neighborhood character.
- Lighting of park shall be designed to minimize light spillage onto adjacent and nearby properties.

PA-8

- One neighborhood park with a minimum size of 1.0 acres.
- Shall include special landscaping such as focal elements with specimen trees, flowering shrubbery, and turf. Additional elements such as tot lots, picnic tables, benches, low fences and gates, or archways should be provided to further tie these spaces into the neighborhood character.
- Lighting of park shall be designed to minimize light spillage onto adjacent and nearby properties.

PA-9

- One neighborhood with a minimum size of 2.0 acres.
- Shall include special landscaping such as focal elements with specimen trees, flowering shrubbery, and turf. Additional elements such as tot lots, picnic tables, benches, low fences and gates, or archways should be provided to further tie these spaces into the neighborhood character.
- Lighting of park shall be designed to minimize light spillage onto adjacent and nearby properties.

PA-10

- One park with a minimum size of 44.1 acres that includes a minimum of one lake and open space.
- Facilities can include community center, hard courts, pool/spa, parking areas, restroom facilities, basketball and tennis courts, tot lots, open space turf, and barbeque facilities.
- Lighting of park shall be designed to minimize light spillage onto adjacent and nearby properties.

PA-11

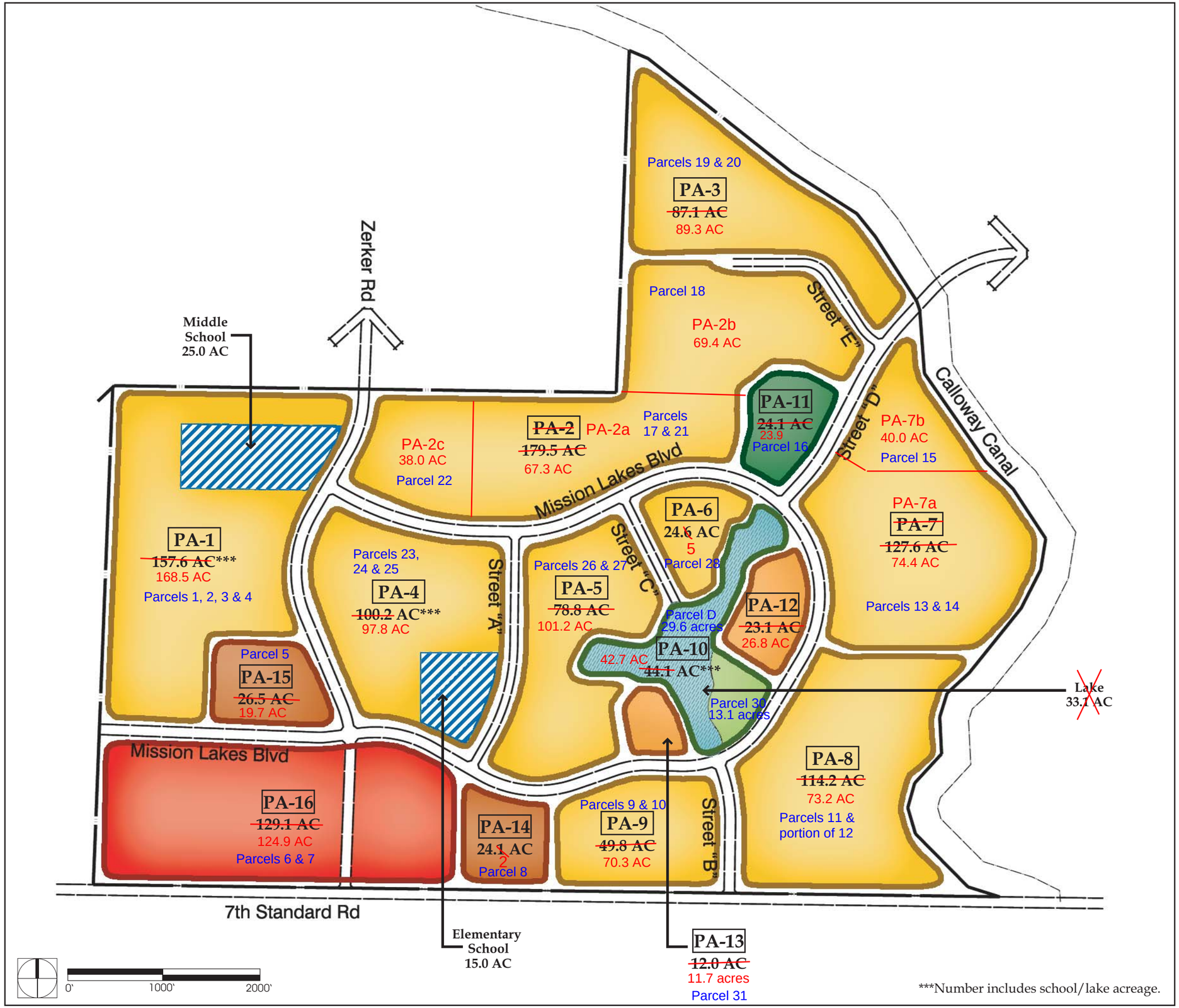
- One park with a minimum size of 24.1 acres.
- Facilities to be provided within this public park shall include, but are not limited to, a tot lot and children's play area with adjacent seating and paths, multipurpose turf, ball fields, multi-use courts that may include tennis, basketball, volleyball or handball, bike racks, restroom facilities, trash receptacles and parking.
- Lighting of park shall be designed to minimize light spillage onto adjacent and nearby properties.

PA-14

- One pocket park with a minimum size of 1.0 acres.
- Shall include special landscaping such as focal elements with specimen trees, flowering shrubbery, and turf. Additional elements such as tot lots, picnic tables, benches, low fences and gates, or archways should be provided to further tie these spaces into the neighborhood character.
- Lighting of park shall be designed to minimize light spillage onto adjacent and nearby properties.

PA-15

- One pocket park with a minimum size of 1.0 acres.
- Shall include special landscaping such as focal elements with specimen trees, flowering shrubbery, and turf. Additional elements such as tot lots, picnic tables, benches, low fences and gates, or archways should be provided to further tie these spaces into the neighborhood character.
- Lighting of park shall be designed to minimize light spillage onto adjacent and nearby properties.



***Number includes school/lake acreage.

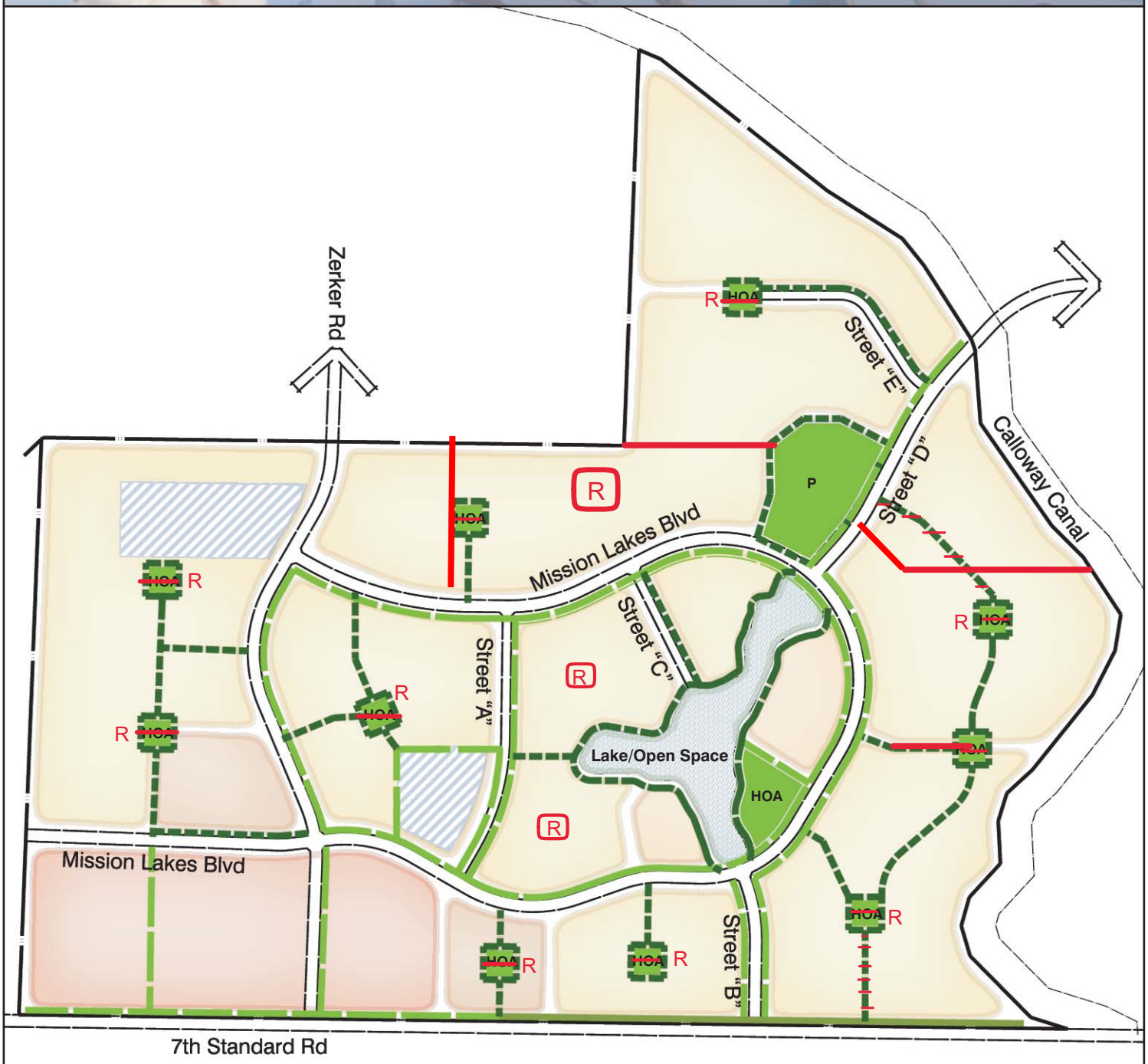
Statistical Analysis

LAND USE	PA	ACRES*	DENSITY	MAX DUs
RESIDENTIAL				
Low Density Res. (LDR)	PA-1	~~132.6~~	4-7.5 du/ac	745
Low Density Res. (LDR)	PA-2	~~179.5~~	4-7.5 du/ac	720
Low Density Res. (LDR)	PA-3	~~87.1~~	4-7.5 du/ac	307
Low Density Res. (LDR)	PA-4	~~85.2~~	4-7.5 du/ac	435
Low Density Res. (LDR)	PA-5	~~78.8~~	4-7.5 du/ac	375
Low Density Res. (LDR)	PA-6	~~24.6~~	4-7.5 du/ac	126
Low Density Res. (LDR)	PA-7	~~127.6~~	4-7.5 du/ac	486
Low Density Res. (LDR)	PA-8	~~114.2~~	4-7.5 du/ac	620
Low Density Res. (LDR)	PA-9	~~49.8~~	4-7.5 du/ac	275
Medium Density Res. (MDR)	PA-12	~~23.1~~	7.5-14 du/ac	236
Medium Density Res. (MDR)	PA-13	~~12.0~~	7.5-14 du/ac	123
Medium-High Density Res. (MHDR)	PA-14	~~24.1~~	18-24 du/ac	400
Medium-High Density Res. (MHDR)	PA-15	~~26.5~~	18-24 du/ac	486
TOTAL		~~965.2~~		5,334
NON-RESIDENTIAL				
Commercial	PA-16	~~129.1~~		
Middle School	PA-1	25.0		
Elementary School	PA-4	15.0		
TOTAL		169.1		
PARKS & RECREATION				
~~Private~~ Recreation ~~(HOA)~~**	PA-10	~~11.0~~		
~~Lake~~	PA-10	~~33.1~~	42.7	
Public Park	PA-11	~~24.1~~		
TOTAL		~~68.2~~		
Public Road		71.6		
Calloway Canal ROW		82.6		
TOTAL-GROSS ACREAGE		1,356.8		

*Excludes ROW for roads defined on Circulation Plan
** Additional private pocket parks located throughout residential areas.
Note: Lot sizes are averaged to achieve maximum dwelling unit count for each planning area.

Land Use Plan

Figure 3-1



Legend

- P — Public Park
- R HOA ~~Private~~ Public Recreation
- Primary Paseo
- Secondary Paseo
- Natural Trail

not to scale

Parks and Recreation Plan

Figure 3-4

DATE: April 14, 2026

TO: Planning Commission

FROM: Planning Department

SUBJECT: Conditional Use Permit No. 26-161 (Rental Equipment)

RECOMMENDATION:

Commission conduct a public hearing; and adopt Resolution 26-482, a Resolution of the Planning Commission of the City of Shafter approving Conditional Use Permit No. 26-161 to permit the operation and storage of rental equipment associated with an existing hardware store located on Assessor's Parcel Number 026-101-02.

APPLICANT
Abdulla
Mohen
113 N. Central Valley Highway
Shafter, CA 93262

OWNER
Meyer Ohanneson Shafter Prop LLC
2601 Beresford Place
Bakersfield, CA 93311

LOCATION: 113 N Central Valley Highway

PROJECT DATA:

1. General Plan Designation: The current land use designation of the proposed outdoor area is Commercial – Professional Office (CPO). The properties surrounding the area are also designated CPO or area public streets.
2. Zoning: The current zone classification of the proposed outdoor area is General Commercial (GC). The properties surrounding the area are zoned GC or public streets.
3. Acreage: Approximately 0.68 acres

PROJECT ANALYSIS:

Abdulla Mohen, representing Meyer Ohanneson Shafter Prop LLC, is requesting a CUP to allow the operation and storage of rental equipment associated with an existing hardware store (True Value Hardware). The rental equipment would include box-trucks, pick-up trucks, vans, box-trailers, and trailers which would be parked in the property's designated parking spaces located on Assessor's Parcel Number (APNs) 026-101-28, 026-101-02, and 026-101-03.

Additionally, the existing building next to the existing hardware store is home to the Kern County Career Services Center, and this building is also located on APN 026-101-28. Both parcels are part of a larger shopping center with parking lot owned by Meyer Ohanneson Shafter Prop LLC. The owner has given the applicant written permission to use the parking area for rental equipment, if the CUP is approved by the Planning Commission.

The applicant is requesting to operate and store fifteen (15) rentals, including box trucks, pick-up trucks, trailers, boxed trailers for the community. The applicant stated that there would be no displays of any kind of materials and all rental transactions would occur within the existing hardware store. The proposed use of rental equipment would be allowed use within the GC zone with the approval of a CUP. The shopping center has sufficient parking to meet the needs of the shopping center's square footage even with the loss of the fifteen (15) parking spaces due to the project.

CEQA:

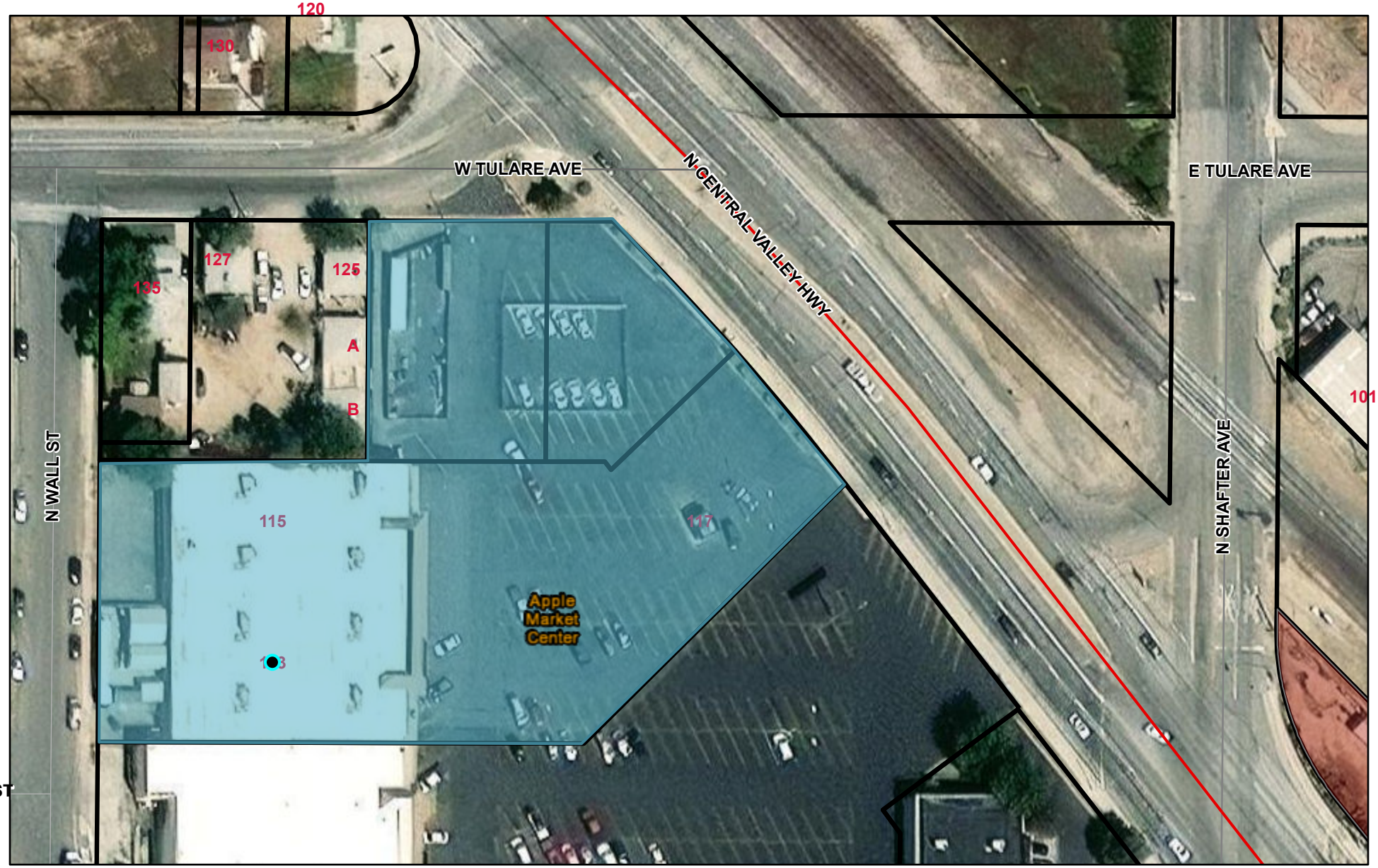
This project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15332 (Class 32 – In-fill Development Projects) of the CEQA Guidelines because the project is consistent with the Shafter General Plan designation and occurs within City limits and on a site not greater than 5 acres, the site has no value as habitat, project approval would not result in any significant traffic, noise, air quality, or water quality effects, and the project can be served by all required utilities and public services.

FINDINGS:

1. The Planning Commission finds that the proposed use is permitted within the General Commercial (GC) District, is consistent with the goals, policies, and objectives of the General Plan, and is consistent with the applicable development policies and standards of the City.
2. The Planning Commission finds the proposed use would not impair the integrity and character of the General Commercial (GC) District in which the conditional use permit is to be established.
3. The Planning Commission finds that the project is suitable for the type and intensity of the use proposed for the conditional use permit.
4. The Planning Commission finds that there is adequate provision for water, sanitation, public utilities and services to ensure public health and safety.
5. The proposed conditional use permit will not be detrimental to the public health, safety, or welfare, or materially injurious to properties and improvements in the vicinity.
6. The Planning Commission finds that the proposed conditional use permit (CUP 26-161) is Categorically Exempt from CEQA and, therefore, will not have a significant impact on the environment.
7. The attached Conditions of Approval are deemed necessary for the safety and welfare of the community.

ATTACHMENTS	**EXHIBIT**
Site Plan	1
Resolution 26-482	2

Exhibit 1 - Site Plan



3/23/2026, 12:26:29 PM

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

Microsoft, Vantor, Esri, HERE, Garmin, iPC

Parcels 2025 July 24

Override 1

Shafter City Limits

Community Facilities

MUSEUM

Road Centerlines

Arterial

Collector

Highway

Local

City of Shafter | Source: U.S. Census Bureau | County of Kern Planning Department, Bakersfield, California. | Kern County Assessor's Office, Mapping Section

City of Shafter

RESOLUTION NO. 26-482

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SHAFTER APPROVING CONDITIONAL USE PERMIT NO. 26-161 TO THE OPERATION AND STORAGE OF RENTAL EQUIPMENT ASSOCIATED WITH AN EXISTING HARDWARE STORE LOCATED ON ASSESSOR'S PARCEL NUMBER 026-101-02.

WHEREAS, the Planning Commission has, at its regularly scheduled meeting on April 14, 2026, studied and considered the proposed request for a conditional use permit (CUP No. 26-161) to permit the operation and storage of rental equipment associated with an existing hardware store ("Project") as shown in Exhibit "A", and;

WHEREAS, the Planning Commission has determined that the proposed CUP No. 26-161 is exempt from CEQA under Section 15332 of the CEQA Guidelines because the Project is consistent with the Shafter General Plan designation and occurs within City limits and on a site not greater than 5 acres, the site has no value as habitat, project approval would not result in any significant traffic, noise, air quality, or water quality effects, and the project can be served by all required utilities and public services; and

WHEREAS, a timely and properly noticed public hearing for CUP No. 26-161 was held by the Planning Commission of the City of Shafter at a regular meeting on April 14, 2026, at which hearing evidence, oral and documentary, was admitted on behalf of said Project; and

WHEREAS, the Planning Commission finds that the proposed use is permitted within the General Commercial (GC) District, is consistent with the goals, policies, and objectives of the General Plan, and is consistent with the applicable development policies and standards of the City; and

WHEREAS, the Planning Commission finds the proposed use would not impair the integrity and character of the General Commercial (GC) District in which the conditional use permit is to be established; and

WHEREAS, the Planning Commission finds that the project site is suitable for the type and intensity of use proposed under the conditional use permit; and

WHEREAS, the Planning Commission finds that there is adequate provision for water, sanitation, public utilities, and services to ensure public health and safety for the conditional use permit; and

WHEREAS, the conditional use permit will not be detrimental to the public health, safety, or welfare, or materially injurious to properties and improvements in the vicinity of the project site; and

WHEREAS, the Planning Commission finds that the attached Conditions of Approval are deemed necessary for the safety and welfare of the community.

EXHIBIT 2

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Shafter, in a regular session assembled on the 14th day of April, 2026, approves Conditional Use Permit No. 26-161 to permit the operation and storage of rental equipment associated with an existing hardware store, as illustrated in Exhibit "A", located on Assessor Parcel Numbers 026-101-28, and as described in Planning Commission Resolution No. 26-482, with conditions of approval as provided in Exhibit "B".

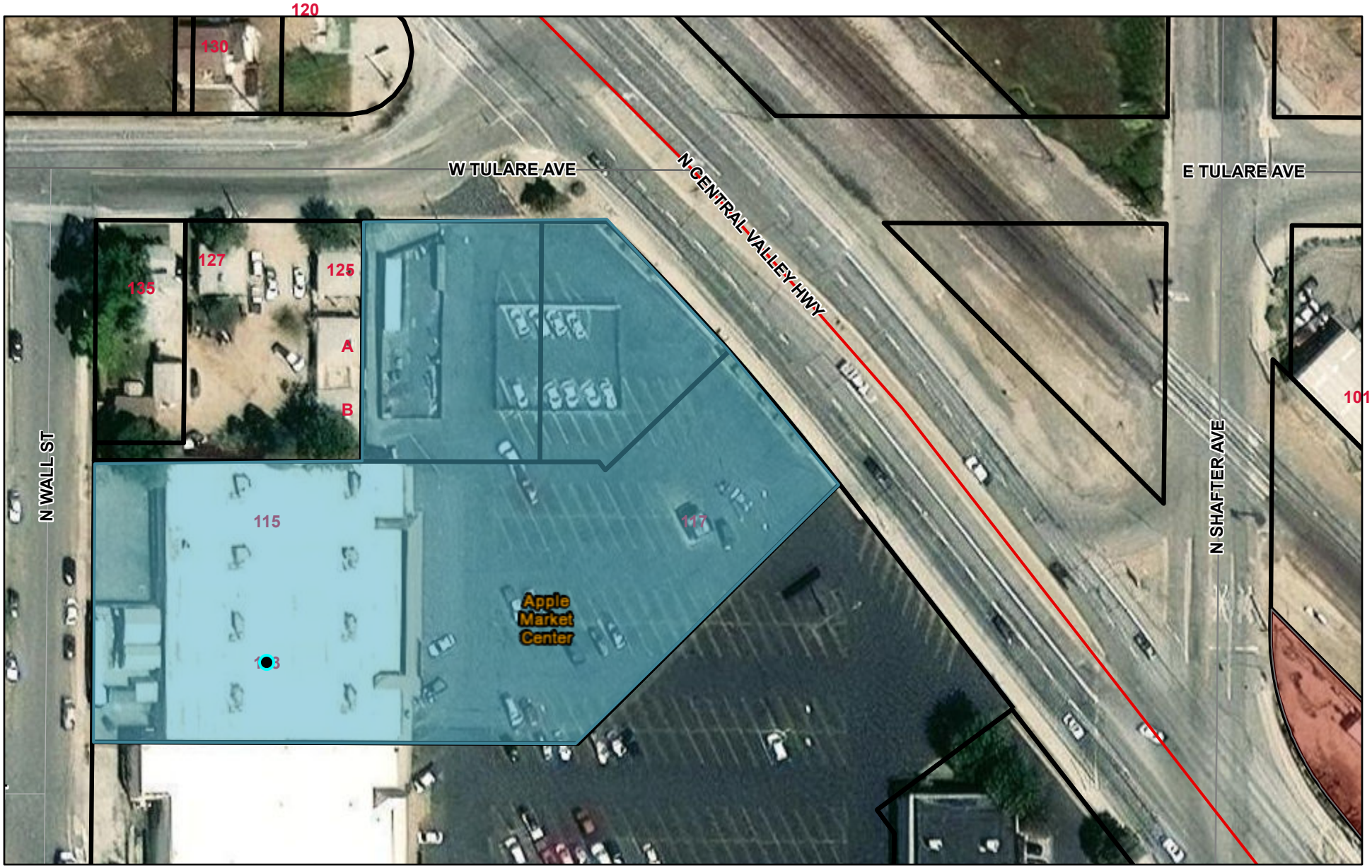
PASSED AND ADOPTED THIS 14th DAY OF APRIL, 2026.

_____
Lovedeep Joshan, Chairman

ATTEST

_____
Yazmina Pallares, City Clerk

Exhibit A - Site Plan



3/23/2026, 12:26:29 PM

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

Microsoft, Vantor, Esri, HERE, Garmin, iPC

Parcels 2025 July 24

Override 1

Shafter City Limits

Community Facilities

MUSEUM

Road Centerlines

Arterial

Collector

Highway

Local

City of Shafter | Source: U.S. Census Bureau | County of Kern Planning Department, Bakersfield, California. | Kern County Assessor's Office Mapping Section

City of Shafter

EXHIBIT B

CONDITIONAL USE PERMIT NO. 26-161
CONDITIONS OF APPROVAL

General

1. The owner(s) or project proponent(s) (hereinafter referred to as "Developer"), solely at their cost and expense, shall defend, indemnify, and hold harmless the City of Shafter (hereinafter referred to as "City"), its agents, legislative bodies, officers, and employees regarding any legal or administrative action, claim, or proceeding concerning approval of Conditional Use Permit No. 26-161 (hereinafter referred to as "CUP 26-161") and/or related actions including, without limitation, actions taken or not taken with respect to the California Environmental Quality Act (hereinafter referred to as "CEQA"); or, at its election and in the alternative, shall relinquish such approval. Developer shall assume the defense of the City in any such legal or administrative action, claim, or proceeding with legal counsel paid for in the entirety by Developer, but subject to the City's reasonable approvals. Developer shall also reimburse the City, its agents, legislative bodies, officers, and employees for any judgments, amounts paid in settlements, court costs, and attorneys' fees which the City, its agents, legislative bodies, officers, and employees may be required to pay or otherwise pay because of such action, claim, or proceeding. The City may, at its sole discretion, participate at its own expense in the defense of any such action, claim or proceeding, but such participation shall not relieve Developer's obligations under these conditions of approval (hereinafter referred to as "Conditions").

2. Developer, or general contractor, shall submit a list of all contractors and/or subcontractors performing work on this project to the City's Administrative Services Department and such contractors and subcontractors shall obtain valid business licenses to do business and/or work in the City prior to the commencement of work.

3. Developer shall comply with all provisions of the City's Zoning Ordinance, Subdivision and Engineering Design Manual, the latest adopted California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, and all other applicable codes, ordinances, regulations, and development standards in effect at the time of issuance of relative permits. Identification of specific sections of any of the City documents does not negate the Developer's responsibility to conform to unmentioned sections of the City's Zoning Ordinance, Subdivision and Engineering Design Manual, California Building Code, and all other applicable ordinances, resolutions, standards, and requirements of the City.

4. Approval of CUP 26-161 shall not vest until all Conditions are met. If within one year after the approval by the City, the development has not been initiated, the procedures and actions which have taken place up to that time shall be null and void and the development project shall be subject to the processing of new permits if it is the Developer's intent to proceed

with construction unless Developer applies for and receives approval of an extension of time from the City Planning Commission. One extension of time, not to exceed one additional year, may be granted by the Planning Department not less than 30 days prior to the date of expiration. ***PLEASE NOTE:*** This will be the only notice given for the above specific expiration date. The Developer is responsible for initiating an extension request.

5. No new construction, or improvements to the property, shall be permitted without first obtaining the proper permits from Planning, Building, and Engineering Departments of the City.
6. The rental equipment shall not occupy or reduce the availability of the required parking for hardware store.
7. The rental equipment shall not be stored in a location that interferes with access and circulation on and around the project site.
8. The rental equipment is incidental and secondary to the main activity on the site.
9. The number of rental equipment shall be limited to fifteen (15) vehicles, including pickup trucks, cargo vans, box trucks, cargo and utility trailers.
10. The rental equipment shall be stored within fifteen (15) clearly demarcated and designated parking spaces within the greater parking lot that can accommodate the size of said rental equipment. Prior to rental of any rental equipment, a map of the location of the designated parking spaces shall be provided to the Planning Department.
11. The project shall comply with the lighting standards for non-residential development per Section 10.140 of the Shafter Zoning Ordinance.
12. The operating business hours of counter services for rental equipment shall be limited to 8 A.M. and 7 P.M., Monday through Sunday with 24-hour customer return.
13. The existing hardware store at 113 N. Central Valley Highway shall provide restrooms that are accessible to the hardware store staff, including physically disabled persons, during the hours of operation for the rental equipment.
14. No signs shall be placed on the parking lot without approval of a Sign Permit by the City. Conditional Use Permit 26-161 shall not become effective for any purpose unless an "Acceptance of Conditions" form has been signed by the applicant and returned to the City of Shafter Planning Department.

DATE: April 14, 2026

TO: Planning Commission

FROM: Planning Department

SUBJECT: Tentative Tract Map No. 7422 (Gossamer Grove Specific Plan)

RECOMMENDATION:

Commission conduct a public hearing; and adopt Resolution No. 26-483, a Resolution of the Planning Commission of the City of Shafter recommending approval of Tentative Tract No. 7422, as depicted in Exhibit "A" with the Conditions of Approval as shown in Exhibit "B", to the City Council of the City of Shafter.

APPLICANT
QK
5080 California Ave, Suite 220
Bakersfield, CA 93309

OWNER
Lennar Homes of California
5 River Park Place East, Suite 210
Fresno, CA 93270

LOCATION: The project is located between Calloway Canal and the Lerdo Canal/Union Pacific Railroad, west of California State Highway 99, and north of Stone Creek Dr in Shafter California. This is the northernmost tract proposed in the Gossamer Grove Specific Plan area.

PROJECT ANALYSIS:

The property owner, Lennar Homes of California, Inc. is requesting approval of a tentative tract map to subdivide approximately 352 gross acres into 1,251 single-family residential lots, 29 landscape lots, two sump lots, one school site, four public park sites, one water well site, and one non-buildable lot. The proposed subdivision includes residential lots ranging in size from 4,000 square feet to 10,000 square feet. The tract is composed of Planning Area 3 and Planning Area 6 per the Gossamer Grove Specific Plan land use designations. There will be 90 Estate lots ranging in size from 8,000 to 12,000 square feet, and 1,161 Low Density Residential lots between 4,000 and 8,000 square feet. The tract also includes 12.18 acres of park space and a 14.10-acre school site. This will be an elementary school under the Richland Union School District.

This is the last tract proposed within the Gossamer Grove Specific Plan area. The eastern tract boundary runs alongside portions of the Lerdo Canal, the Union Pacific Railroad, and California State Highway 99. The tract is bordered on the west by the Calloway Canal. Immediately south are the existing Gossamer Grove residential tracts (i.e. tracts 7421, 7447, 7332, and 7346) and the Marcona Preserve Specific Plan area. The tract is proposed in 3 phases. Phase 1 will include 531 single-family residential lots, 15 landscape lots, one sump, the school site and the largest of the parks. Phase 2 will include 227 single-family residential lots, seven landscape lots, one sump, and two parks. Phase 3 includes 493 single-family residential lots, seven landscape lots, and one park.

There will be four main access points into the tract: Soaring Heights Way, Gossamer Grove Boulevard, Chapala Street and Jewetta Avenue. Soaring Heights Way will be developed as an undivided collector with secondary paseos, while the latter three will be arterial streets with primary paseos and/or landscape lots. Phase 1 and Phase 2 of Tract 7422 are bisected by the Friant Kern Canal, so Lennar will need to acquire a license agreement and build a bridge crossing over the canal before Phase 2 develops. Chapala Street is meant to connect Tract 7422 to the Mission Lakes Specific Plan area over the Calloway Canal, so another license agreement and bridge crossing is required there. Jewetta Avenue is planned to connect Phase 2 of the tract to the Marcona Preserve Specific Plan area. Lennar and North Kern Water Storage District will enter into a license agreement for access over the NKWSD property. Temporary barricades will be set up at the north ends of Jewetta Avenue and Gossamer Grove Boulevard until future development is proposed north of this specific plan area.

A Nature Trail will be provided along the eastern and western boundaries of Tract 7422 and along the Friant Kern Canal. The Nature Trail system will be continued along the northern boundary of the tract within a 100-foot-wide buffer to provide separation from existing agricultural land uses north of the Specific Plan area. This buffer area may also include future community gardens. The tract will include an extensive network of primary paseos and secondary paseos. A perimeter wall will be provided on the eastern and western boundaries of the tract. On the east side of the tract, the natural trail will be separated by said perimeter wall from the North Kern Water Storage District properties, the Lerdo Canal, and the Union Pacific Railroad. Four public parks will be developed throughout the 3 phases, with one of the parks being placed adjacent to the school site. The park sites, landscape lots, paseos, and nature trail will be fully constructed by Lennar and dedicated to the City of Shafter. The proposed tentative tract map has been designed to be consistent with both the lot sizes and the design elements required by the Specific Plan.

Staff notes that the high-speed rail footprint as it is currently planned by the California High-Speed Rail Authority, goes through the easternly portion of the proposed tract's Phase 3. The City, as required by the Subdivision Map Act, sent an agency notification to the High-Speed Rail Authority. The applicant has been made aware that the high-speed rail footprint goes through a portion of the property. Exhibit 3 has been included showing the proposed HSR footprint and alignment.

To the best of staff’s combined knowledge, the proposed project satisfies the applicable ordinances and regulations at this stage of the development process. Moreover, staff have compiled a list of conditions of approval that reflect additional necessary requirements and rules that the project proponent will have to satisfy and comply with in the ongoing development of this property.

GOSSAMER GROVE SPECIFIC PLAN CONSISTENCY:

The proposed residential project is consistent with the adopted Gossamer Grove Specific Plan and the lot size, configuration, and density meet the requirements for Planning Area 3, as identified in the Specific Plan. The circulation plan, street

configuration, trails, park, landscaping, and proposed improvements are all consistent with the Gossamer Grove Specific Plan.

AGENCY COMMENTS:

Affected public agencies and service providers were given an opportunity to review the map and provide comment prior to the Planning Commission hearing. The following agencies returned the agency form notification to Staff:

1. California High Speed Rail Authority
2. North Kern Water Storage District
3. Kern County Fire Department
4. California Department of Transportation (Caltrans) District 6
5. Southern California Gas Company
6. San Joaquin Valley Air Pollution Control District (SJVAPCD)

The agencies provided the following comments.

California High Speed Rail Authority: The HSR Authority cannot support the Proposed Project as currently described. The proposed project is inconsistent with the Shafter portion of the Fresno-Bakersfield Locally Generated Alternative (F-B LGA) because it is situated within the alignment of the Authority's high-speed rail project. Currently, the proposed project does not assume or acknowledge any portion of the Authority's high-speed rail alignment or project.

The California High Speed Rail Authority requests that the City of Shafter add the following conditions of approval if the City approves the proposed project:

1. Require revision of the Tentative Tract Map No. 7422 to modify the development so that it is compatible with the Authority's elements as described in the F-B LGA Final Supplemental Environmental Impact Report (SEIR) and Final Environmental Impact Statement (FEIS), including removing all proposed streets, lots, and other permanent improvements that fall within the planned high speed rail alignment.
2. Require any street, utility or other crossing of the high-speed rail alignment to comply with the Authority's Design Criteria Manual and all related costs must be the responsibility of the developer.
3. Require the proposed project's applicant to submit a Noise Analysis Study to evaluate projected noise and vibration impacts from the HSR operations and identify specific mitigation measures that will be used to ensure compliance with standards.
4. Require the Tract Map to acknowledge the Authority's high-speed rail project and the Shafter portion of the high-speed rail alignment described in the aforementioned environmental documents.

North Kern Water Storage District: The project should plan for and install a 6-foot-high

block wall between the development and the adjacent District's Lerdo, Calloway, 8-1 canals, and the 8-1 pipeline. The block wall and footing are to be outside the District's property. No project-related public utility easement (PUE) or wall footing easement on the NKWSD canal easement. The project should install a sound barrier wall or an approved equivalent for project areas that are adjacent to District-owned groundwater wells (if required by the City). A concrete cut-off wall is required to be installed within the Canal banks where project pad elevations are lower than the canal's high-water elevation.

Appropriate access agreements with the District are required for any crossings of District facilities. A temporary access agreement will be required for the project and any contractors to enter any District property or easement during development. The District requests the following improvement plans for review: grading, block wall, cut-off wall, sewer, storm drain, water, dry utilities, and landscape plans. The plan indicates a proposed crossing of the District's Calloway Canal at Chapala Street. Detailed bridge crossing plans must be submitted to the District for review and approval prior to construction. The District operates a spreading pond located west of the Calloway Canal. The current map shows Chapala Street extending west of the canal into the spreading pond area, which would create a conflict with existing District facilities.

Kern County Fire Department: All new construction will require fire water flowing a minimum 1,500 gallons per minute for two hours with 20 pounds per square inch residual. All fire access roads to each parcel must meet specifications set forth in Section 503.2 of the California Fire Code and the applicable appendix and ordinance sections. All new residential construction will require automatic fire sprinklers and shall meet all other fire requirements of the California Fire Code. A more detailed review and project comments will be conducted when the building permit is obtained, and plans are submitted to KCFD.

California Department of Transportation: The proposed development would generate considerable amount of traffic in the area and may impact the State Highway System, specifically State Route99. Caltrans recommends that the developer perform a safety analysis that shows the impact of the development on the surrounding areas. Please reference the Caltrans Local Development Review (LDR) Safety Review Practitioner’s Guidance and send the scope of work for the safety analysis to Caltrans before the traffic study is conducted.

Southern California Gas Compny: The Gas Company does not maintain gas service lines in the subject property. Therefore, SoCal Gas has no objections. The proposed Tract Map will not conflict with their gas lines.

Pacific Gas & Electric: PG&E requested that the final map contain a statement setting forth the offer of dedication of public utility easements. The PUEs must be of sufficient width (at least 10 feet), and be acceptable to PG&E, for PG&E to occupy its distribution and service facilities. PG&E provided explicit language to be expressly stated in the offer of dedication. If the City were to decline the offer of dedication, the applicant may be required to grant or secure easements in gross satisfactory to PG&E. The PG&E review indicated the design and/improvements identified on the map(s) appear to

directly interfere with PG&E's existing facilities and land rights. PG&E operates and maintains overhead electric facilities in the project area. Access to the facilities must be maintained for PG&E. Vegetation planted near PG&E overhead electric facilities must follow the PG&E requirements.

PUBLIC COMMENTS:

As required by law, public noticing was also provided to any parties within 300 feet of the project boundaries, and a public hearing notice was published in the Shafter Press within the required timeline.

To date, no public comments on the project have been received. The public will again have an opportunity to comment on the proposed project at a future City Council meeting. Any public comments received at the April 14th Planning Commission meeting may be included in the subsequent report presented to the City Council.

CEQA:

The proposed tentative tract map includes residential development consistent with the adopted Gossamer Grove Specific Plan. Therefore, the project is exempt from the California Environmental Quality Act, i.e., exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code, pursuant to California Government Code Section 65457. The project is within the scope of the Program Environmental Impact Report (EIR) that was certified for the Gossamer Grove (previously the Coberly West) Specific Plan in 2005 (SCH No. 2004101029). The certified Program EIR adequately describes the activity of the residential development proposed in Tentative Tract No. 7422 as adopted in the Gossamer Grove Specific Plan.

UTILITIES:

Consistent with the requirements of the Specific Plan, a dual water system is proposed for the project. One water system provides domestic water service and the other system provides non-potable water for landscaping. The dual system will be provided to each lot with separate water lines. Oildale Mutual Water Company will maintain and provide water for both systems. Sewer service will be provided by the North of the River Sanitary District and the City of Shafter. The development will also be connected to the City's fiber system with all residences constructed to accommodate fiber-to-the-home service.

FINDINGS:

The Shafter Subdivision Ordinance (Title 17) and the California Subdivision Map Act authorize the Shafter Planning Commission to approve (or deny) a map only upon making certain findings supported by the evidence in the record of proceedings. These findings include whether:

1. The proposed map is consistent with the General Plan and any applicable specific plan approved by the City Council. The project is consistent with the Shafter General Plan and the Gossamer Grove Specific Plan. The proposed tentative tract map proposes residential development consistent with the adopted Gossamer Grove Specific Plan. The lot sizes, number of lots, configuration, and density meet the requirements for Planning Area 3 and Planning Area 6, as identified in the land use plan for Gossamer Grove. The circulation plan, trails, park space, landscaping, and proposed improvements are all consistent with what was expected in the Gossamer Grove Specific Plan. The lots meet the minimum development standards for Estate (E) and Low Density Residential (LDR) units, as identified in Section 4.0 of the Specific Plan. Additionally, the planned housing units within Tract 7422 help achieve the goals and policies of the Shafter Housing Element. For example, Policy 1.1 of the housing action plan is to provide adequate residential sites to produce new for-sale and rental residential units for existing and future residents. The remaining units proposed for Gossamer Grove within Tract 7422 were identified in the 6th Cycle Housing Element Sites Inventory Summary table to help accommodate the 2023-2031 Regional Housing Needs Assessment. Denying the project could violate Program 1.1.2 regarding no-net loss for planned residential density.
2. The design and/or improvements of the proposed subdivision are consistent with the General Plan and any applicable specific plan. The map was reviewed several times against the Gossamer Grove Specific Plan, including the Design Guidelines found in Section 5.0. This included ensuring the proposed street widths and designs match the cross-sections shown in the Specific Plan, and adequate provision of neighborhood parks, landscaping lots, primary paseos, secondary paseos, a nature trail, and other natural features that create a livable, walkable community. The project contributes to the design qualities expected of this master-planned community. It was also reviewed for compliance with the City's Subdivision Ordinance (Title 16) and the Shafter Engineering & Design Manual. The project will be able to provide the appropriate infrastructure and resources for water, sewer, electrical, and fiber service, upon satisfaction of the attached conditions of approval.
3. The site is physically suitable for the proposed type and density of development. The proposed density does not exceed the maximum density allowed by the Gossamer Grove Specific Plan. The size of the lots and internal road network are all safely accommodated within the physical tract boundaries. The lot sizes and lot shapes are sufficient to accommodate the future residential buildings and their required setbacks. The street layout was evaluated against engineering standards to ensure safe access and circulation throughout the development. License agreements and offsite easements are, or will be, in place to secure crossings over any obstacles, such as the Calloway Canal and Friant-Kern Canal. The site is physically suitable for the proposed development.
4. The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The proposed tentative tract map proposes residential development consistent with the adopted Gossamer Grove Specific Plan. Therefore, the project is exempt from the California Environmental Quality Act, i.e., exempt from

the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code, pursuant to California Government Code Section 65457. The project is within the scope of the Program Environmental Impact Report (EIR) that was certified for the Gossamer Grove Specific Plan (previously the Coberly West Specific Plan) in 2005 (SCH No. 2004101029). The certified Program EIR adequately describes the activity of the residential development proposed in Tentative Tract No. 7422 as adopted in the Gossamer Grove Specific Plan. Relevant mitigation measures from the prior environmental review will ensure that the development will not avoidably injure wildlife or their habitat.

5. The design of the subdivision or the type of improvements is likely to cause serious public health problems. The subdivision is designed to meet all applicable local and state guidelines. The subdivision will connect to the City of Shafter's sewer system and to the Oildale Mutual Water Company's water systems, eliminating the risk of groundwater contamination from septic tanks. The proposed design includes adequate provisions for drainage to prevent flooding or standing water. The project is not located within any FEMA flood zones. The project is required to meet all applicable requirements of the San Joaquin Valley Air Pollution Control District. As such, it is not expected to cause any public health problems or public safety concerns.
6. The design of the subdivision or the type of improvements proposed will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. A preliminary title report was provided by the applicant and reviewed, and it was determined that there is no conflict between the design of the subdivision and any easements acquired by the public at large. There is one 60-foot-wide easement dedicated to the public for Verdugo Lane, but that public access easement is expected to be abandoned/vacated at final map, and replaced by the proposed Gossamer Grove Boulevard. This public street will run north-south through the property similar to the existing Verdugo Lane alignment, but it will be wider and improved to Arterial standards. This makes it an alternative access point better than the original. Other easements that currently exist onsite are owned by private entities. Agreements and easements are being worked out by the Developer with those third parties and will be in place prior to any Final Map recording.
7. The proposed subdivision is consistent with California Government Code Section 66412.3 in that it balances the housing needs of the region against the public service needs of the City's residents and available fiscal and environmental resources. The subdivision will include 1,251 new residential lots. On each lot, a minimum of one single-family residential unit will be permitted by right. Additional secondary units may be permitted on each lot, subject to compliance with Zoning Ordinance Section 11.200 (Accessory Dwelling Units). The proposed residential development will contribute to the City's housing needs. The development will not impact available fiscal resources, since the Developer will construct all required infrastructure improvements as conditioned by the City. The Developer is also responsible for payment of fees to offset effects upon municipal services and schools, and the Developer will fully construct public parks and recreational amenities to serve the community. The Developer is also required to form and enter into a community facilities district to cover the cost of street lighting, drainage basin maintenance, landscaping maintenance, trail maintenance and

park maintenance, as well as all administrative costs associated with the City of Shafter's management of the District. A future Shafter Police Department substation is under construction within 1 mile of the proposed subdivision, providing immediate law enforcement service. Kern County Fire Department will also have a future substation in the same location. Therefore, the subdivision meets this finding.

8. The design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision. The proposed subdivision includes a variety of lot sizes sufficient to orient future structures to allow design options that would make feasible the use of future passive or natural heating and cooling. The proposed subdivision is subject to Title 24 of the California Building Code that requires new construction to meet minimum heating and cooling efficiency standards depending on location and climate. The Shafter Building Department enforces Title 24 compliance through the plan check and inspection process for new residential and non-residential construction. Additionally, the subdivision includes an extensive amount of green space and landscaping, including tree provisions. The resulting shade may help with natural cooling throughout the development.
9. The discharge of waste from the proposed subdivision into the existing sewer system will not result in a violation of existing requirements prescribed by the Regional Water Quality Control Board. The proposed subdivision will incorporate new pipelines connecting to the existing City of Shafter sewer system, in accordance with any Federal, State and local standards (Shafter Subdivision and Engineering Design Manual) to protect the public's health, safety, and welfare. Thus, wastewater discharge into the existing sewer system will remain the same and should not result in any violation of the Regional Water Quality Control Board requirements.

In addition, since this is a residential subdivision project, the California Housing Accountability Act applies, and the project cannot be denied unless the Planning Commission determines, by preponderance of the evidence, that the project would have a specific, adverse impact upon public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density.

A "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Pursuant to Government Code Section 65589.5 (a)(3) it is the intent of the Legislature that the conditions that would have a specific, adverse impact upon the public health and safety arise infrequently.

For the reasons set forth in this report, we note that the findings for approval of this subdivision can be made. Moreover, the City has no applicable objective, identified written public health or safety standards that can be applied to deny approval of the proposed subdivision.

RECOMMENDATION:

Staff's recommendation is that the Planning Commission open public hearing; and adopt Resolution No. 26-483: a Resolution of the Planning Commission of the City of Shafter recommending that the City Council of the City of Shafter approve Tentative Tract No. 7422, subject to the findings and conditions of approval.

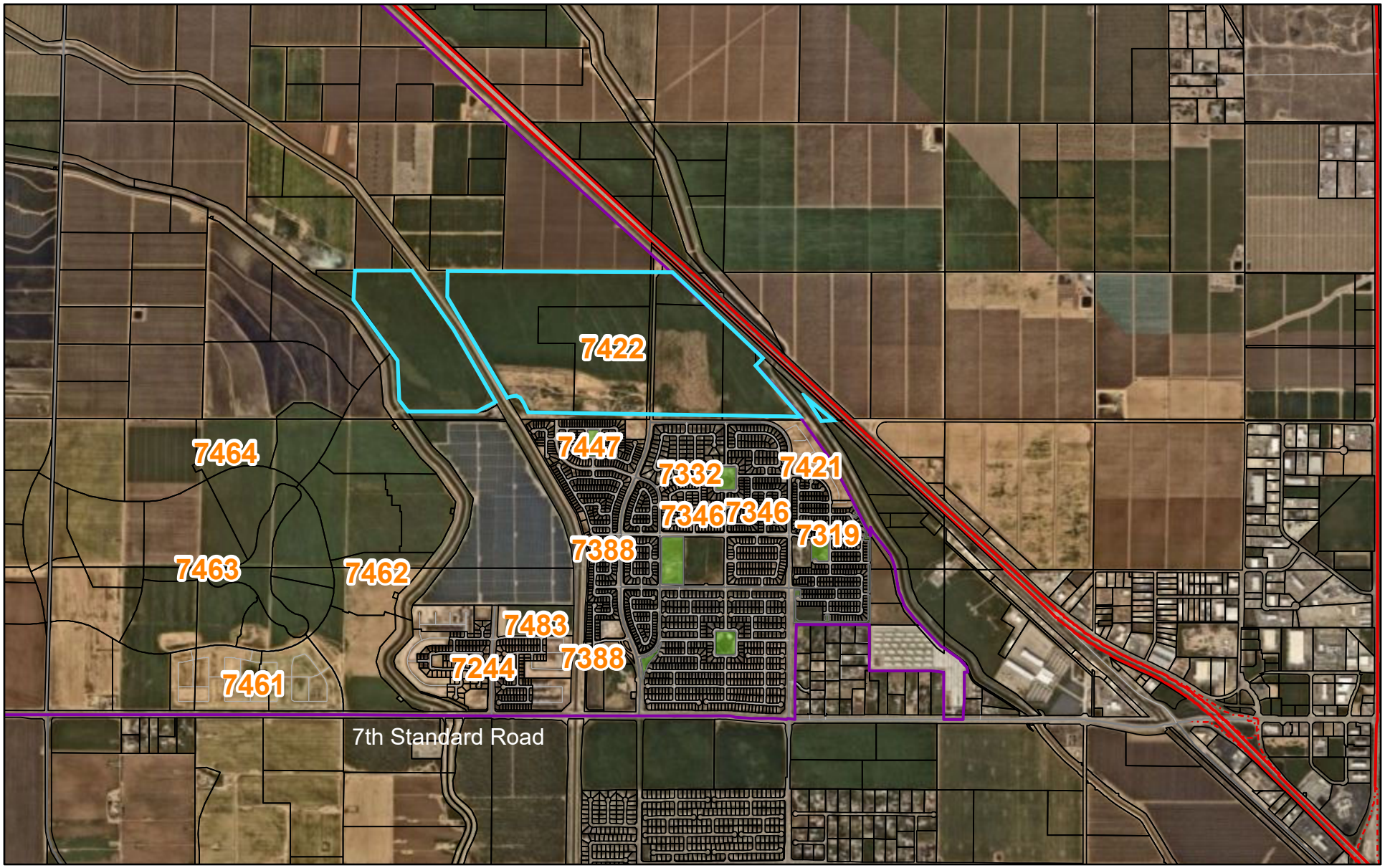
The City Council, upon recommendation of the Planning Commission, shall approve, conditionally approve, or deny tentative subdivision maps. The decision of the City Council shall be considered final.

ALTERNATIVES:

The Planning Commission is only an advisory body when it comes to processing projects under the Subdivision Map Act. As such, the Planning Commission can only make recommendations to the City Council, which is the City's legislative authority in these matters. The Planning Commission could recommend denial to the City Council. However, a City can only deny a tract map if the project is not in compliance with applicable City codes and ordinances or the Subdivision Map Act. This project is in compliance with all applicable development standards and policies of the City of Shafter. City staff, in partnership with other advising agencies and affected parties have prepared conditions of approval and alterations to the proposed project that are deemed reasonable and necessary. Staff does not recommend the alternative option.

ATTACHMENTS	EXHIBIT
Vicinity Map	1
High Speed Rail Footprint	2
Comment Letters	3
Resolution No. 26-483	4

Exhibit 1: Tract 7422 Vicinity Map



3/11/2026, 3:33:45 PM

Parcels

Shafter City Limits

Tract 7422

Road Centerlines

Highway

Arterial

Local

Collector

Ramp

0 0.25 0.5 1 mi

0 0.4 0.8 1.6 km

City of Shafter

City of Shafter | Source: U.S. Census Bureau | County of Kern Planning Department, Bakersfield, California. | Kern County Assessor's Office, Mapping Section

Exhibit 2: Tract 7422 Lot & Street Overview with HSR Footprint

TENTATIVE TRACT NO. 7422 - PHASED

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
AUGUST 2025

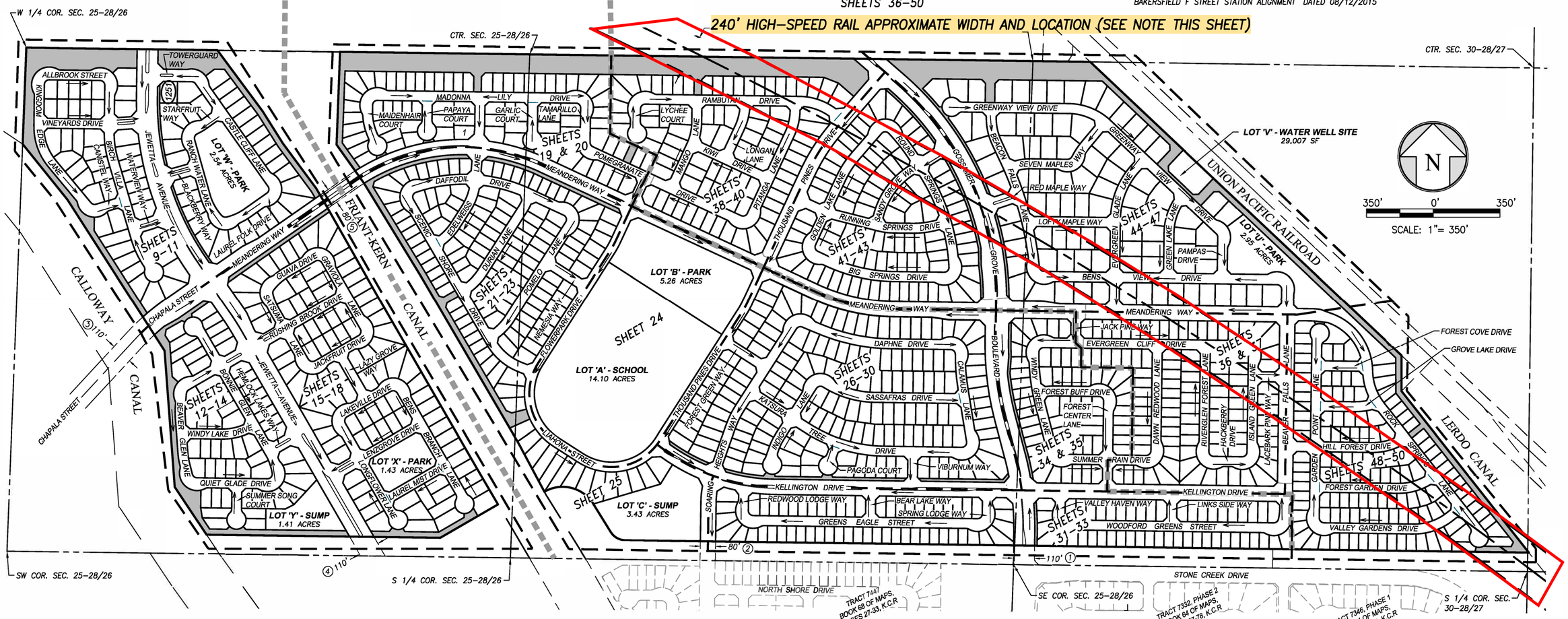
PHASE 2
SHEETS 9–18

PHASE 1
SHEETS 19–35

PHASE 3
SHEETS 36–50

HIGH-SPEED RAIL NOTE:

1. THE WIDTH AND LOCATION OF THE HIGH–SPEED RAIL IS AN APPROXIMATION BASED ON A PDF TITLE "DRAFT CALIFORNIA HIGH–SPEED RAIL PROJECT BAKERSFIELD F STREET STATION ALIGNMENT" DATED 08/12/2015



LOT & STREET OVERVIEW

LEGEND:

COR.	CORNER
CTR.	CENTER
K.C.R.	KERN COUNTY RECORDS
SEC.	SECTION
	AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
→	PROPOSED DIRECTION OF STREET FLOW
	PROPOSED PHASE LINE
	SECTION LINE/MID–SECTION LINE
	SHEET DIVISION
	SUBDIVISION BOUNDARY
(XXX)	TOTAL BUILDABLE LOTS
(X)	OFFSITE EASEMENT, SEE SHEET 1 FOR LIST

PHASE 1 SITE DATA:

LOT SIZES:	
PA–3 LDR	4,000–7,000 S.F. MINIMUM PER THE GOSSAMER GROVE SPECIFIC PLAN
NUMBER OF LOTS	547
NUMBER OF BUILDABLE LOTS (LDR)	531
NUMBER OF LANDSCAPE LOTS	13
NUMBER OF SUMPS	1
NUMBER OF SCHOOLS	1
NUMBER OF PARKS	1
NUMBER OF NON–BUILDABLE LOTS	0
AREAS GROSS	142.41 ACRES GROSS
AREAS NET	79.73 ACRES NET
NET DENSITY:	
PA–3 LDR: 531 LOTS	4–7.5 DU/AC PER THE GOSSAMER GROVE SPECIFIC PLAN
79.73 ACRES NET	
6.7 DU/AC	

PHASE 2 SITE DATA:

LOT SIZES:	
PA–3 LDR	4,000–7,000 S.F. MINIMUM PER THE GOSSAMER GROVE SPECIFIC PLAN
NUMBER OF LOTS	237
NUMBER OF BUILDABLE LOTS (LDR)	227
NUMBER OF LANDSCAPE LOTS	7
NUMBER OF SUMPS	1
NUMBER OF SCHOOLS	0
NUMBER OF PARKS	2
NUMBER OF NON–BUILDABLE LOTS	0
AREAS GROSS	79.41 ACRES GROSS
AREAS NET	47.23 ACRES NET
NET DENSITY:	
PA–3 LDR: 227 LOTS	4–7.5 DU/AC PER THE GOSSAMER GROVE SPECIFIC PLAN
47.23 ACRES NET	
4.8 DU/AC	

PHASE 3 SITE DATA:

LOT SIZES:	
PA–3 ESTATE	8,000–10,000 S.F. MINIMUM PER THE GOSSAMER GROVE SPECIFIC PLAN
PA–3 LDR	4,000–7,000 S.F. MINIMUM PER THE GOSSAMER GROVE SPECIFIC PLAN
NUMBER OF LOTS	503
NUMBER OF BUILDABLE LOTS	493
ESTATE = 90	
LDR = 403	
NUMBER OF LANDSCAPE LOTS	7
NUMBER OF SUMPS	0
NUMBER OF SCHOOLS	0
NUMBER OF PARKS	1
NUMBER OF NON–BUILDABLE LOTS	2
AREAS GROSS	130.15 ACRES GROSS
AREAS NET	85.10 ACRES NET
NET DENSITY:	
PA–3 ESTATE: 90 LOTS	2.4–4 DU/AC PER THE GOSSAMER GROVE SPECIFIC PLAN
27.05 ACRES NET	
3.3 DU/AC	
PA–3 LDR: 403 LOTS	4–7.5 DU/AC PER THE GOSSAMER GROVE SPECIFIC PLAN
58.05 ACRES NET	
6.9 DU/AC	

PROFESSIONAL LAND SURVEYOR KRISTIE M. ACHEE P.L.S. 8189 STATE OF CALIFORNIA

PRELIMINARY

PROJECT SURVEYOR:

PRELIMINARY

KRISTIE M. ACHEE, P.L.S. 8189 DATE

BY:

QK

WWW.QKINC.COM
1–800–955–7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 8 OF 50

CALIFORNIA
High-Speed Rail Authority

Gavin Newsom
GOVERNOR

Ian Choudri
CHIEF EXECUTIVE OFFICER

March 26, 2026

Alan Cazares, Senior Planner
City of Shafter Planning Department
336 Pacific Avenue
Shafter, CA 92363

Re: Response regarding Shafter Tentative Tract Map No. 7422 dated March 12, 2026

Dear Alan Cazares:

The California High-Speed Rail Authority ("Authority") is responsible for planning, designing and building a statewide high-speed rail system that will connect the regions of California and contribute to economic development, a cleaner environment while creating jobs and preserving protected lands. The first operating portion of the system will connect Bakersfield to Merced. The Authority began its environmental review of the Fresno to Bakersfield alignment in 2009. The Authority's Board of Directors approved the Fresno to Bakersfield Section of the California high-speed rail system in the California High-Speed Train Final Project Environmental Impact Report/Environmental Impact Statement (EIR/EIS) (Authority and FRA, 2014) in 2014. This segment of the high-speed rail system was modified by the Fresno to Bakersfield's Locally Generated Alternative (F-B LGA) Final Supplemental Environmental Impact Report ("EIR", Sept 2018) and Final Supplemental Environmental Impact Statement ("EIS") and Supplemental Record of Decision ("ROD"; Oct 2019).

The tract shown on Shafter Tentative Tract Map No. 7422 is in direct conflict with the planned alignment for the California high-speed rail system as described in the Final Supplemental EIR and EIS and ROD for the F-B LGA and Proposed Variation. These documents considered past, present, and future projects in the cumulative impact analysis, including the additional portions of the Gossamer Grove development south of Shafter Tentative Tract Map No. 7422, but not including Tract Map No. 7422 itself; as that was not known to be a future project contemplated when the Final Supplemental EIR/EIS was prepared.

The City of Shafter, City of Bakersfield, and Kern County worked with the Authority and the Federal Railroad Administration to develop the LGA approved in the above-referenced documents. These agencies cooperated on technical aspects of the LGA design in those agencies' jurisdiction as part of development of the Draft and Final Supplemental EIR/EIS. Additionally, the City of Shafter and the Authority signed a Settlement Agreement in October 2018 regarding the LGA alignment's interaction in the City. While the Settlement Agreement mainly focused on the downtown area of Shafter,

no formal objection was received to the alignment through the eastern extent of the City. The Authority was not provided with information on the developer's rights prior to approval of the LGA EIR and EIS and the Authority has not been provided with any CEQA documentation that addressed the direct conflict of Tract Map No. 7422 with the Authority project as approved in the Final Supplemental EIR/EIS.

The Final Supplemental EIR/EIS delineated all locations based on various criteria, inclusive of the number of residential uses in the vicinity of the alignment existing as of the date on which the Final Supplemental EIR/EIS was approved. The Final Supplemental EIR/EIS did not identify a need for a sound barrier north of Seventh Standard Road and west of Lerdo Canal.

The Authority provides the following comments on the proposed Tentative Tract Map No. 7422 provided to the Authority in the City's letter dated March 12, 2026 ("Proposed Project"):

- The Authority cannot support the Proposed Project as currently described.
- The Proposed Project is inconsistent with the Shafter portion of the F-B LGA because it is situated within the alignment of the Authority's high-speed rail project.
- Currently, the Proposed Project does not assume or acknowledge any portion of the Authority's high-speed rail alignment or project.

The California High Speed Rail Authority requests that the City of Shafter add the following conditions of approval, if the City approves the Proposed Project:

1) Please require revision of the Tentative Tract Map No. 7422 to modify the development so that it is compatible with the Authority's elements as described in aforementioned environmental documents, including removing all proposed streets, lots, and other permanent improvements that fall within the planned high-speed rail alignment.
2) Require any street, utility or other crossing of the high-speed rail alignment to comply with the Authority's Design Criteria Manual and all related costs must be the responsibility of the developer.
3) The Proposed Project's applicant should be required to submit a Noise Analysis Study to evaluate projected noise and vibration impacts from the HSR operations and identify specific mitigations measures that will be used to ensure compliance with standards.
4) Require the Tract Map to acknowledge the Authority high-speed rail project and the Shafter portion of the high-speed rail alignment described in the F-B LGA Final SEIR and FEIS.

The Authority would appreciate an opportunity to discuss the Proposed Project with you and the Authority's comments on it directly. Please let me know your availability for such a discussion at Basem.Muallem@hsr.ca.gov.

Sincerely,

Basem Muallem

Basem Muallem,
Statewide Regional Director

cc via email only:

Mark Tollefson, Chief of Staff, California High-Speed Rail Authority

Soon-Sik Lee, Chief of Planning & Engineering, California High-Speed Rail Authority

Christine Ciccotti, General Counsel, California High-Speed Rail Authority

NORTH KERN
WATER STORAGE DISTRICT

Administration: P.O. Box 81435
Bakersfield, CA 93380-1435
office: (661) 393-2696
fax: (661) 393-6884

Water Orders
Operations: 33380 Cawelo Avenue
Bakersfield, CA 93308-9575
office: (661) 393-3361
www.northkernwsd.com

March 23, 2026

Alan Cazares, Senior Planner
City of Shafter Planning Department
Shafter, CA 93263

Re: Tentative Tract #7422

Dear Mr. Cazares,

Thank you for providing the opportunity to review and comment on the Tentative Tract Map No. 7422 drawings. This project is adjacent to the District's Lerdo Canal, Calloway Canal, 8-1 Canal, and the 8-1 pipeline. These facilities are primary canals that deliver water supplies to the North Kern Water Storage District (District) to meet agricultural demand, recharge groundwater, and responsibly manage water resources, as required under the Sustainable Groundwater Management Act.

The District would like to provide the following comments regarding this development:

1. The Project should plan for and install a 6' high block wall between the development and the adjacent District's Lerdo, Calloway, 8-1 canals, and the 8-1 pipeline.
    a. The block wall and footing are to be outside of the District's property. No PUE or WFE on the NKWSD canal easement.
    b. The Project should install a sound barrier wall or an approved equivalent for project areas that are adjacent to District-owned groundwater wells (if required by the City).
2. A concrete cut-off wall is required to be installed within the Canal banks where Project pad elevations are lower than the canal's high-water elevation.
3. Appropriate access agreements with the District are required for any crossings of District facilities.
4. A Temporary Access agreement will be required for the Project and any contractors to enter any District property or easement during development.
5. District requests the following improvement plans for review: Grading plan, Block wall plan, cut-off wall plan, Sewer, storm drain, water, dry utilities, and landscape plans.
6. The plan indicates a proposed crossing of the District's Calloway Canal at Chapala Street. Detailed bridge crossing plans must be submitted to the District for review and approval prior to construction.
7. The District operates a spreading pond located west of the Calloway Canal. The current map shows Chapala Street extending west of the canal into the spreading pond area, which would create a conflict with existing District facilities.

Respectfully,

Ram Venkatesan
Deputy General Manager

Shafter
CALIFORNIA
336 Pacific Avenue • Shafter, California 93263



March 12, 2026

In accordance with Title 16, Section 4.050 (Transmittal of Maps to Public Agencies and Utilities) of the City of Shafter Municipal Code, TENTATIVE TRACT MAP NO. 7422 is enclosed for your review. Please return any recommendations or reports by March 27, 2026. (15-day review period per Government Code Section 66453). The City of Shafter will consider all recommendations that are received on or before the said date. This project is scheduled to be considered at the April 14th Planning Commission regular meeting at the Council Chambers of the Shafter City Hall.

Please note, given the large contents of this map (50 sheets), only the most pertinent map sheets have been included. If you require a copy of the full map for review, please send me an email request at acazares@shafterca.gov for a digital copy. Thank you for your understanding.

1. PLEASE CHECK the appropriate box and sign below.

2. Return form to: Alan Cazares, Senior Planner
City of Shafter Planning Department
336 Pacific Avenue
Shafter, CA 93263
E-mail: acazares@shafter.com
Telephone: (661) 746-5020

With reference to TENTATIVE TRACT MAP # 7422:

☐ I have no changes to suggest.

☐ I would like to discuss this further.

☑ I would suggest the following changes or conditions of approval be included with the map. **(Attach additional sheet(s) as necessary.)** If your agency is requesting that conditions of approval be included with the proposed map, please include exact language as much as practical. When drafting your requests, please specify what the agency's requirement is, when the requirement should be satisfied, and who should be involved.

PLEASE COMPLETE THE FOLLOWING:

Agency: NORTH KERN WATER STORAGE DISTRICT Signed by: V

Phone #: 661-393-2696 Email: Ram@northkernwsd.com

Date: 03/23/26

California Department of Transportation

DISTRICT 6 OFFICE
1352 WEST OLIVE AVENUE |P.O. BOX 12616 |FRESNO, CA 93778-2616
(559) 981-7373 | FAX (559) 488-4195 | TTY 711
www.dot.ca.gov

March 20, 2026

06KER-99-PM:7422
TENTATIVE TRACT MAPS
CITY OF SHAFTER
GTS: https://ld-igr-gts.dot.ca.gov/district/6/report/39490

Sent via email

Alan Cazares-Senior Planner
City of Shafter
336 Pacific Avenue
Shafter, CA 93263

Dear Mr. Cazares:

Thank you for the opportunity to review the Tentative Tract Map for the proposed subdivision. The Project includes a subdivision divided into three phases, consisting of of approximately 1289 lots, including parks, a school, and is located in the southern end of the City of Shafter, west of State Route (SR) 99, in Kern County.

The mission of Caltrans is to provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability. The Local Development Review (LDR) Program reviews land use projects and plans through the lenses of our mission and state planning priorities of infill, conservation, and travel-efficient development. To ensure a safe and efficient transportation system, we encourage early consultation and coordination with local jurisdictions and project proponents on all development projects that utilize the multimodal transportation network.

Caltrans provides the following comments consistent with the State's smart mobility goals that support a vibrant economy and sustainable communities:

The proposed development would generate considerable amount of traffic to the area and may impact the State Highway System, specifically SR 99. Caltrans recommends that the developer perform a safety analysis that shows the impacts of the development to the surrounding areas. Please reference the Caltrans Local Development Review (LDR) Safety Review Practitioner's Guidance and send the scope of work for the safety analysis to Caltrans before the traffic study is conducted.

If you have any further questions, please contact Nicholas Isla at (559) 981-7373 or email nicholas.isla@dot.ca.gov.

Sincerely,

DAVID PADILLA, Branch Chief
Local Development Review Branch

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

HEALTHY AIR LIVING™

March 23, 2026

Alan Cazares
City of Shafter
Planning Department
336 Pacific Avenue
Shafter, CA 93263

Project: Tentative Tract Map No. 7422

District CEQA Reference No: 20260284

Dear Mr. Cazares:

The San Joaquin Valley Air Pollution Control District (District) has reviewed the Tentative Tract Map (TTM) from the City of Shafter (City) for the proposed development project. Per the TTM, the project consists of 1,251 single-family lots, a school, 4 community parks, and other related improvements (Project). The Project is located South of Highway 99, West of Lerdo Canal, and North of 7th Standard Road in Shafter, CA.

The District offers the following comments at this time regarding the Project:

1) Project Related Emissions

At the federal level under the National Ambient Air Quality Standards (NAAQS), the District is designated as extreme nonattainment for the 8-hour ozone standards and serious nonattainment for the particulate matter less than 2.5 microns in size (PM2.5) standards. At the state level under California Ambient Air Quality Standards (CAAQS), the District is designated as nonattainment for the 8-hour ozone, PM10, and PM2.5 standards.

The District's initial review of the Project concludes that emissions resulting from construction and operation of the Project may exceed any of the following significance thresholds as identified in the District's Guidance for Assessing and Mitigating Air Quality Impacts: https://ww2.valleyair.org/media/g4nl3p0g/gamaqi.pdf. The District recommends that a more detailed preliminary review of the Project be conducted for the Project's construction and operational emissions.

Samir Sheikh
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

www.valleyair.org www.healthyairliving.com

1a) Construction Emissions

The District recommends, to reduce impacts from construction-related diesel exhaust emissions, the Project should utilize the cleanest available off-road construction equipment.

1b) Operational Emissions

Operational (ongoing) air emissions from mobile sources and stationary sources should be analyzed separately. For reference, the District's significance thresholds are identified in the District's Guidance for Assessing and Mitigating Air Quality Impacts: https://ww2.valleyair.org/media/g4nl3p0g/gamaqi.pdf.

Recommended Mitigation Measure: At a minimum, project related impacts on air quality should be reduced to levels below the District's significance thresholds through incorporation of design elements such as the use of cleaner Heavy Heavy-Duty (HHD) trucks and vehicles, measures that reduce Vehicle Miles Traveled (VMTs), and measures that increase energy efficiency. More information on transportation mitigation measures can be found at: https://ww2.valleyair.org/media/ob0pweru/clean-air-measures.pdf

1c) Recommended Model for Quantifying Air Emissions

Project-related criteria pollutant emissions from construction and operational sources should be identified and quantified. Emissions analysis should be performed using the California Emission Estimator Model (CalEEMod), which uses the most recent CARB-approved version of relevant emissions models and emission factors. CalEEMod is available to the public and can be downloaded from the CalEEMod website at: www.caleemod.com.

2) Health Risk Screening/Assessment

The City should evaluate the risk associated with the Project for sensitive receptors (residences, businesses, hospitals, day-care facilities, health care facilities, etc.) in the area and mitigate any potentially significant risk to help limit exposure of sensitive receptors to emissions.

To determine potential health impacts on surrounding receptors (residences, businesses, hospitals, day-care facilities, health care facilities, etc.) a Prioritization and/or a Health Risk Assessment (HRA) should be performed for the Project. These health risk determinations should quantify and characterize potential Toxic Air Contaminants (TACs) identified by the Office of Environmental Health Hazard Assessment/California Air Resources Board (OEHHA/CARB) that pose a present or potential hazard to human health.

Health risk analyses should include all potential air emissions from the project, which include emissions from construction of the project, including multi-year construction, as well as ongoing operational activities of the project. Note, two common sources of TACs can be attributed to diesel exhaust emitted from heavy-duty off-road earth moving equipment during construction, and from ongoing operation of heavy-duty on-road trucks.

Prioritization (Screening Health Risk Assessment):
A "Prioritization" is the recommended method for a conservative screening-level health risk assessment. The Prioritization should be performed using the California Air Pollution Control Officers Association's (CAPCOA) methodology. Please contact the District for assistance with performing a Prioritization analysis.

The District recommends that a more refined analysis, in the form of an HRA, be performed for any project resulting in a Prioritization score of 10 or greater. This is because the prioritization results are a conservative health risk representation, while the detailed HRA provides a more accurate health risk evaluation.

Health Risk Assessment:
Prior to performing an HRA, it is strongly recommended that land use agencies/ project proponents develop and submit for District review a health risk modeling protocol that outlines the sources and methodologies that will be used to perform the HRA.

A development project would be considered to have a potentially significant health risk if the HRA demonstrates that the health impacts would exceed the District's established risk thresholds, which can be found here: https://ww2.valleyair.org/permitting/ceqa/.

A project with a significant health risk would trigger all feasible mitigation measures. The District strongly recommends that development projects that result in a significant health risk not be approved by the land use agency.

The District is available to review HRA protocols and analyses. For HRA submittals please provide the following information electronically to the District for review:

- HRA (AERMOD) modeling files
- HARP2 files
- Summary of emissions source locations, emissions rates, and emission factor calculations and methodologies.

For assistance, please contact the District's Technical Services Department by:

- E-Mailing inquiries to: hramodeler@valleyair.org
- Calling (559) 230-5900

Recommended Measure: Development projects resulting in TAC emissions should be located an adequate distance from residential areas and other sensitive receptors to prevent the creation of a significant health risk in accordance to CARB's Air Quality and Land Use Handbook: A Community Health Perspective located at https://ww2.arb.ca.gov/our-work/programs/resource-center/strategy-development/land-use-resources.

3) Ambient Air Quality Analysis

An Ambient Air Quality Analysis (AAQA) uses air dispersion modeling to determine if emissions increases from a project will cause or contribute to a violation of State or National Ambient Air Quality Standards. The District recommends an AAQA be performed for the Project if emissions exceed 100 pounds per day of any pollutant.

An AAQA uses air dispersion modeling to determine if emission increase from a project will cause or contribute to a violation of State or National Ambien Air Quality Standards. An acceptable analysis would include emissions from both project-specific permitted and non-permitted equipment and activities. The District recommends consultation with District staff to determine the appropriate model and input data to use in the analysis.

Specific information for assessing significance, including screening tools and modeling guidance, is available online at the District's website: https://ww2.valleyair.org/permitting/ceqa/.

4) Voluntary Emission Reduction Agreement

Criteria pollutant emissions may result in emissions exceeding the District's significance thresholds, potentially resulting in a significant impact on air quality. When a project is expected to have a significant impact, the District recommends the environmental review also include a discussion on the feasibility of implementing a Voluntary Emission Reduction Agreement (VERA) for this Project.

A VERA is a mitigation measure by which the project proponent provides pound-for-pound mitigation of emissions increases through a process that develops, funds, and implements emission reduction projects, with the District serving a role of administrator of the emissions reduction projects and verifier of the successful mitigation effort. To implement a VERA, the project proponent and the District enter into a contractual agreement in which the project proponent agrees to mitigate project specific emissions by providing funds for the District's incentives programs.

The funds are disbursed by the District in the form of grants for projects that achieve emission reductions. Thus, project-related impacts on air quality can be mitigated. Types of emission reduction projects that have been funded in the past include electrification of stationary internal combustion engines (such as agricultural irrigation pumps), replacing old heavy-duty trucks with new, cleaner, more efficient heavy-duty trucks, and replacement of agricultural equipment with the latest generation technologies.

In implementing a VERA, the District verifies the actual emission reductions that have been achieved as a result of completed grant contracts, monitors the emission reduction projects, and ensures the enforceability of achieved reductions. After the project is mitigated, the District certifies to the Lead Agency that the mitigation is completed, providing the Lead Agency with an enforceable mitigation measure demonstrating that project-related emissions have been mitigated. To assist the Lead Agency and project proponent in ensuring that the environmental document is compliant with CEQA, the District recommends the environmental document includes an assessment of the feasibility of implementing a VERA.

5) Vegetative Barriers and Urban Greening

There are residential units located south of the Project. The District suggests the City consider the feasibility of incorporating vegetative barriers and urban greening as a measure to further reduce air pollution exposure on sensitive receptors (e.g., residential units).

While various emission control techniques and programs exist to reduce air quality emissions from mobile and stationary sources, vegetative barriers have been shown to be an additional measure to potentially reduce a population's exposure to air pollution through the interception of airborne particles and the update of gaseous pollutants. Examples of vegetative barriers include, but are not limited to the following: trees, bushes, shrubs, or a mix of these. Generally, a higher and thicker vegetative barrier with full coverage will result in greater reductions in downwind pollutant concentrations. In the same manner, urban greening is also a way to help improve air quality and public health in addition to enhancing the overall beautification of a community with drought tolerant, low-maintenance greenery.

6) Clean Lawn and Garden Equipment in the Community

Since the Project consists of residential development, gas-powered residential lawn and garden equipment have the potential to result in an increase of NOx and PM2.5 emissions. Utilizing electric lawn care equipment can provide residents with immediate economic, environmental, and health benefits. The District recommends the Project proponent consider the District's Clean Green Yard Machines (CGYM) program which provides incentive funding for replacement of existing gas powered lawn and garden equipment. More information on the District CGYM program and

funding can be found at: https://ww2.valleyair.org/grants/clean-green-yard-machines-residential/
and https://ww2.valleyair.org/grants/zero-emission-landscaping-equipment-voucher-program/.

7) On-Site Solar Deployment

It is the policy of the State of California that renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use customers by December 31, 2045. While various emission control techniques and programs exist to reduce air quality emissions from mobile and stationary sources, the production of solar energy is contributing to improving air quality and public health. The District suggests that the City consider incorporating solar power systems as an emission reduction strategy for the Project.

8) Electric Infrastructure

To support and accelerate the installation of electric vehicle charging equipment and development of required infrastructure, the District offers incentives to public agencies, businesses, and property owners of multi-unit dwellings to install electric charging infrastructure (Level 2 and 3 chargers). The purpose of the District's Charge Up! Incentive program is to promote clean air alternative-fuel technologies and the use of low or zero-emission vehicles. The District recommends that the City and project proponents install electric vehicle chargers at project sites, and at strategic locations.

Please visit https://ww2.valleyair.org/grants/charge-up for more information.

9) District Rules and Regulations

The District issues permits for many types of air pollution sources, and regulates some activities that do not require permits. A project subject to District rules and regulations would reduce its impacts on air quality through compliance with the District's regulatory framework. In general, a regulation is a collection of individual rules, each of which deals with a specific topic. As an example, Regulation II (Permits) includes District Rule 2010 (Permits Required), Rule 2201 (New and Modified Stationary Source Review), Rule 2520 (Federally Mandated Operating Permits), and several other rules pertaining to District permitting requirements and processes.

The list of rules below is neither exhaustive nor exclusive. Current District rules can be found online at: https://ww2.valleyair.org/rules-and-planning/current-district-rules-and-regulations. To identify other District rules or regulations that apply to future projects, or to obtain information about District permit requirements, the project proponents are strongly encouraged to contact the District's Small Business Assistance (SBA) Office at (661) 392-5665.

9a) District Rules 2010 and 2201 - Air Quality Permitting for Stationary Sources

Stationary Source emissions include any building, structure, facility, or installation which emits or may emit any affected pollutant directly or as a fugitive emission. District Rule 2010 (Permits Required) requires operators of emission sources to obtain an Authority to Construct (ATC) and Permit to Operate (PTO) from the District. District Rule 2201 (New and Modified Stationary Source Review) requires that new and modified stationary sources of emissions mitigate their emissions using Best Available Control Technology (BACT).

This Project may be subject to District Rule 2010 (Permits Required) and Rule 2201 (New and Modified Stationary Source Review) and may require District permits. Prior to construction, the Project proponent should submit to the District an application for an ATC. For further information or assistance, the project proponent may contact the District's SBA Office at (661) 392-5665.

9b) District Rule 9510 - Indirect Source Review (ISR)

The Project is subject to District Rule 9510 because it will receive a project-level discretionary approval from a public agency and will equal or exceed 50 dwelling units of residential development.

The purpose of District Rule 9510 is to reduce the growth in both NOx and PM emissions associated with development and transportation projects from mobile and area sources; specifically, the emissions associated with the construction and subsequent operation of development projects. The ISR Rule requires developers to mitigate their NOx and PM emissions by incorporating clean air design elements into their projects. Should the proposed development project clean air design elements be insufficient to meet the required emission reductions, developers must pay a fee that ultimately funds incentive projects to achieve off-site emissions reductions.

Per Section 5.0 of the ISR Rule, an Air Impact Assessment (AIA) application is required to be submitted no later than applying for project-level approval from a public agency. Currently for this Project, the District received an AIA application (ISR project #20250248).

Information about how to comply with District Rule 9510 can be found online at: https://ww2.valleyair.org/permitting/indirect-source-review-rule-overview

The AIA application form can be found online at: https://ww2.valleyair.org/permitting/indirect-source-review-rule-overview/forms-and-applications/

District staff is available to provide assistance, and can be reached by phone at (559) 230-5900 or by email at ISR@valleyair.org.

9c) District Rule 4601 (Architectural Coatings)

The Project will be subject to District Rule 4601 since it is expected to utilize architectural coatings. Architectural coatings are paints, varnishes, sealers, or stains that are applied to structures, portable buildings, pavements or curbs. The purpose of this rule is to limit VOC emissions from architectural coatings. In addition, this rule specifies architectural coatings storage, cleanup and labeling requirements. Additional information on how to comply with District Rule 4601 requirements can be found online at: https://ww2.valleyair.org/media/tkgjeusd/rule-4601.pdf

9d) District Regulation VIII (Fugitive PM10 Prohibitions)

The project proponent may be required to submit a Construction Notification Form or submit and receive approval of a Dust Control Plan prior to commencing any earthmoving activities as described in Regulation VIII, specifically Rule 8021 – *Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities.*

Should the project result in at least 1-acre in size, the project proponent shall provide written notification to the District at least 48 hours prior to the project proponents intent to commence any earthmoving activities pursuant to District Rule 8021 (Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities). Also, should the project result in the disturbance of 5-acres or more, or will include moving, depositing, or relocating more than 2,500 cubic yards per day of bulk materials, the project proponent shall submit to the District a Dust Control Plan pursuant to District Rule 8021 (Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities). For additional information regarding the written notification or Dust Control Plan requirements, please contact District Compliance staff at (559) 230-5950.

The application for both the Construction Notification and Dust Control Plan can be found online at: https://ww2.valleyair.org/media/fm3jrbsq/dcp-form.docx

Information about District Regulation VIII can be found online at: https://ww2.valleyair.org/dustcontrol

9e) District Rule 4901 - Wood Burning Fireplaces and Heaters

The purpose of this rule is to limit emissions of carbon monoxide and particulate matter from wood burning fireplaces, wood burning heaters, and outdoor wood burning devices. This rule establishes limitations on the installation of new wood burning fireplaces and wood burning heaters. Specifically, at elevations below 3,000 feet in areas with natural gas service, no person shall install a wood burning fireplace, low mass fireplace, masonry heater, or wood burning heater.

Information about District Rule 4901 can be found online at: https://ww2.valleyair.org/compliance/residential-wood-smoke-reduction-program/

9f) Other District Rules and Regulations

The Project may also be subject to the following District rules: Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations).

10) District Comment Letter

The District recommends that a copy of the District's comments be provided to the Project proponent.

If you have any questions or require further information, please contact Jacob Torrez by e-mail at Jacob.torrez@valleyair.org or by phone at (559) 230-6558.

Sincerely,

Mark Montelongo
Director of Policy and Government Affairs



For: Daniel Martinez
Program Manager

Office of the Fire Marshal
Kern County Fire Department
Fire Prevention Unit

2820 M St. • Bakersfield, CA 93301 • www.kerncountyfire.org
Telephone 661-391-3310 • FAX 661-636-0466/67 • TTY Relay 800-735-2929

March 26, 2026

City of Shafter – Planning Department of City Hall
336 Pacific Ave.
Shafter, CA 93263
Attn: Alan Cazares, Senior Planner

Re: Kern County Fire Department Comments Regarding Planning Department Project

To Whom It May Concern:

The Kern County Fire Department (KCFD), as the local fire authority, has received a request for comments regarding **Tentative Tract Map No. 7422**. Upon initial review, it has been determined that all new construction will require fire water flowing a minimum 1,500 GPM for 2 hours with 20 PSI residual. All fire access roads to each parcel must meet specifications set forth in Section 503.2 of the California Fire Code and the applicable Appendix and Ordinance sections. All new residential construction will require automatic fire sprinklers and shall meet all other fire requirements of the California Fire Code.

A more detailed review and project comments will be conducted when the building permit is obtained, and plans are submitted to KCFD.

Please feel free to call our Fire Prevention Office at (661) 391-3310 with any questions.

Respectfully,
Kaylee Schoenheide
Fire Plans Examiner
Kern County Fire Department

Pacific Gas and Electric Company
Morgan Bunone
Land Management
300 Lakeside Dr.
Oakland, CA 94612

April 1, 2026

Alan Cazares
City of Shafter Planning Department
336 Pacific Avenue
Shafter, CA 93263

Re: Tentative Tract Map #7422
Current APNs: 091-210-08-00-9, 091-210-08-00-9, 482-040-15-00-0, 482-040-13-00-4, 480-010-57-00-3, 482-040-12-00-1 (Kern County)

Dear Alan:

Thank you for providing PG&E with the opportunity to review Tentative Tract Map 7422 received with transmittal dated 3/12/2026.

PG&E recommends the following language be expressly stated in the offer of dedication for Public Utility Easements ("PUEs"):

> *I/We the undersigned, as Owner(s) of the land shown hereon, do hereby state that I/we am/are the only person(s) whose consent is necessary to pass clear title to said land and do hereby consent to the preparation and recordation of this map and offer for dedication and do hereby dedicate for public uses the Public Utility Easements (PUEs) shown on this map for public utility purposes including electric, gas, communication facilities and all other public utility purposes; together with any and all appurtenances thereto, including the right from time to time to trim and to cut down and clear away or otherwise control any trees or brush. The PUEs hereby offered for dedication are to be kept open and free of buildings, or any other structures of any kind.*

The final map must contain such a statement setting forth the offer of dedication and such offer must be accepted by the county or municipality. The PUEs must also be of sufficient width (at least 10ft), acceptable to PG&E, for PG&E to occupy with its distribution and service facilities. If the county or municipality has declined the offer of dedication, the applicant may be required to grant or secure easements in gross satisfactory to PG&E.

Our review indicates the design and/improvements identified on the map(s) appears to directly interfere with PG&E's existing facilities and land rights. Please note that PG&E operates and maintains overhead electric facilities in the project area. Access to the facilities must be maintained for PG&E. Vegetation planted near PG&E overhead electric facilities must follow the requirements here:
https://www.pge.com/en/outages-and-safety/safety/yard-safety.html

To request delineation maps for further review of PG&E's existing facilities, please submit to the following mailbox for gas maps: DelineationMapRequests@pge.com. For electric maps, submit through PG&E's JUMP Portal: Joint Use Map Portal. Please note, when a request is submitted,

the Delineation Team member will confirm with you if a Nondisclosure Agreement needs to be completed.

For any requests to modify or relocate PG&E existing facilities, or to request gas and/or electric service, please submit an application to PG&E's Service Planning department through PG&E's Your Project Portal: Sign In (yourprojects-pge.com).

As a reminder, before any digging or excavation occurs, please contact Underground Service Alert (USA) by dialing 811 a minimum of two (2) working days prior to commencing any work. This free and independent service will ensure that all existing underground utilities are identified and marked on-site.

If you have any questions regarding this response, please contact me at (925) 459-4787 or morgan.bunone@pge.com.

Sincerely,

Morgan Bunone

Morgan Bunone
Land Management

Pacific Gas and Electric Company

Plan Review Team
Land Management

PGEPlanReview@pge.com

March 31, 2026

Alan Cazares
Senior Planner
336 Pacific Avenue
Shafter, CA 93263

Ref: Gas and Electric Transmission and Distribution

Dear Alan Cazares,

Thank you for submitting the **TTM NO. 7422** project plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities (Attachment 1) and Electric facilities (Attachment 2). Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: https://www.pge.com/en/account/service-requests/building-and-renovation.html.

2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.

3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Sincerely,

Plan Review Team
Land Management

Attachment 1 – Gas Facilities

There could be gas transmission pipelines in this area which would be considered critical facilities for PG&E and a high priority subsurface installation under California law. Care must be taken to ensure safety and accessibility. So, please ensure that if PG&E approves work near gas transmission pipelines it is done in adherence with the below stipulations. Additionally, the following link provides additional information regarding legal requirements under California excavation laws: https://www.usanorth811.org/images/pdfs/CA-LAW-2018.pdf

1. Standby Inspection: A PG&E Gas Transmission Standby Inspector must be present during any demolition or construction activity that comes within 10 feet of the gas pipeline. This includes all grading, trenching, substructure depth verifications (potholes), asphalt or concrete demolition/removal, removal of trees, signs, light poles, etc. This inspection can be coordinated through the Underground Service Alert (USA) service at 811. A minimum notice of 48 hours is required. Ensure the USA markings and notifications are maintained throughout the duration of your work.

2. Access: At any time, PG&E may need to access, excavate, and perform work on the gas pipeline. Any construction equipment, materials, or spoils may need to be removed upon notice. Any temporary construction fencing installed within PG&E's easement would also need to be capable of being removed at any time upon notice. Any plans to cut temporary slopes exceeding a 1:4 grade within 10 feet of a gas transmission pipeline need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

3. Wheel Loads: To prevent damage to the buried gas pipeline, there are weight limits that must be enforced whenever any equipment gets within 10 feet of traversing the pipe.

Ensure a list of the axle weights of all equipment being used is available for PG&E's Standby Inspector. To confirm the depth of cover, the pipeline may need to be potholed by hand in a few areas.

Due to the complex variability of tracked equipment, vibratory compaction equipment, and cranes, PG&E must evaluate those items on a case-by-case basis prior to use over the gas pipeline (provide a list of any proposed equipment of this type noting model numbers and specific attachments).

No equipment may be set up over the gas pipeline while operating. Ensure crane outriggers are at least 10 feet from the centerline of the gas pipeline. Transport trucks must not be parked over the gas pipeline while being loaded or unloaded.

4. Grading: PG&E requires a minimum of 36 inches of cover over gas pipelines (or existing grade if less) and a maximum of 7 feet of cover at all locations. The graded surface cannot exceed a cross slope of 1:4.

5. Excavating: Any digging within 2 feet of a gas pipeline must be dug by hand. Note that while the minimum clearance is only 24 inches, any excavation work within 24 inches of the edge of a pipeline must be done with hand tools. So to avoid having to dig a trench entirely with hand tools, the edge of the trench must be over 24 inches away. (Doing the math for a 24 inch

wide trench being dug along a 36 inch pipeline, the centerline of the trench would need to be at least 54 inches [24/2 + 24 + 36/2 = 54] away, or be entirely dug by hand.)

Water jetting to assist vacuum excavating must be limited to 1000 psig and directed at a 40° angle to the pipe. All pile driving must be kept a minimum of 3 feet away.

Any plans to expose and support a PG&E gas transmission pipeline across an open excavation need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

6. Boring/Trenchless Installations: PG&E Pipeline Services must review and approve all plans to bore across or parallel to (within 10 feet) a gas transmission pipeline. There are stringent criteria to pothole the gas transmission facility at regular intervals for all parallel bore installations.

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 24 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible (90° +/- 15°). All utility lines crossing the gas pipeline must have a minimum of 24 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line ‘kicker blocks’, storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

If previously retired PG&E facilities are in conflict with proposed substructures, PG&E must verify they are safe prior to removal. This includes verification testing of the contents of the facilities, as well as environmental testing of the coating and internal surfaces. Timelines for PG&E completion of this verification will vary depending on the type and location of facilities in conflict.

8. Structures: No structures are to be built within the PG&E gas pipeline easement. This includes buildings, retaining walls, fences, decks, patios, carports, septic tanks, storage sheds, tanks, loading ramps, or any structure that could limit PG&E’s ability to access its facilities.

9. Fencing: Permanent fencing is not allowed within PG&E easements except for perpendicular crossings which must include a 16 foot wide gate for vehicular access. Gates will be secured with PG&E corporation locks.

10. Landscaping: Landscaping must be designed to allow PG&E to access the pipeline for maintenance and not interfere with pipeline coatings or other cathodic protection systems. No trees, shrubs, brush, vines, and other vegetation may be planted within the easement area. Only those plants, ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4’) in height at maturity may be planted within the easement area.

11. Cathodic Protection: PG&E pipelines are protected from corrosion with an “Impressed Current” cathodic protection system. Any proposed facilities, such as metal conduit, pipes, service lines, ground rods, anodes, wires, etc. that might affect the pipeline cathodic protection system must be reviewed and approved by PG&E Corrosion Engineering.

12. Pipeline Marker Signs: PG&E needs to maintain pipeline marker signs for gas transmission pipelines in order to ensure public awareness of the presence of the pipelines. With prior written approval from PG&E Pipeline Services, an existing PG&E pipeline marker sign that is in direct conflict with proposed developments may be temporarily relocated to accommodate construction work. The pipeline marker must be moved back once construction is complete.

13. PG&E is also the provider of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E’s facilities must be reviewed and approved by PG&E to ensure that no impact occurs which may endanger the safe operation of its facilities.

Attachment 2 – Electric Facilities

It is PG&E's policy to permit certain uses on a case by case basis within its electric transmission fee strip(s) and/or easement(s) provided such uses and manner in which they are exercised, will not interfere with PG&E's rights or endanger its facilities. Some examples/restrictions are as follows:

1. Buildings and Other Structures: No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E's transmission easement shall be designated on subdivision/parcel maps as "**RESTRICTED USE AREA – NO BUILDING."**

2. Grading: Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E's review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.

3. Fences: Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&'s facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.

4. Landscaping: Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), plant only low-growing shrubs under the wire zone and only grasses within the area directly below the tower. Along the border of the transmission line right-of-way, plant only small trees no taller than 10 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.

5. Reservoirs, Sumps, Drainage Basins, and Ponds: Prohibited within PG&E's fee strip(s) and/or easement(s) for electric transmission lines.

6. Automobile Parking: Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.

7. Storage of Flammable, Explosive or Corrosive Materials: There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E's easement. No trash bins or incinerators are allowed.

8. Streets and Roads: Access to facilities must be maintained at all times. Street lights may be allowed in the fee strip(s) and/or easement(s) but in all cases must be reviewed by PG&E for proper clearance. Roads and utilities should cross the transmission easement as nearly at right angles as possible. Road intersections will not be allowed within the transmission easement.

9. Pipelines: Pipelines may be allowed provided crossings are held to a minimum and to be as nearly perpendicular as possible. Pipelines within 25 feet of PG&E structures require review by PG&E. Sprinklers systems may be allowed; subject to review. Leach fields and septic tanks are not allowed. Construction plans must be submitted to PG&E for review and approval prior to the commencement of any construction.

10. Signs: Signs are not allowed except in rare cases subject to individual review by PG&E.

11. Recreation Areas: Playgrounds, parks, tennis courts, basketball courts, barbecue and light trucks (pickups, vans, etc.) may be allowed; subject to review of plans. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications.

12. Construction Activity: Since construction activity will take place near PG&E's overhead electric lines, please be advised it is the contractor's responsibility to be aware of, and observe the minimum clearances for both workers and equipment operating near high voltage electric lines set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety (https://www.dir.ca.gov/Title8/sb5g2.html), as well as any other safety regulations. Contractors shall comply with California Public Utilities Commission General Order 95 (http://www.cpuc.ca.gov/gos/GO95/go_95_startup_page.html) and all other safety rules. No construction may occur within 25 feet of PG&E's towers. All excavation activities may only commence after 811 protocols has been followed.

Contractor shall ensure the protection of PG&E's towers and poles from vehicular damage by (installing protective barriers) Plans for protection barriers must be approved by PG&E prior to construction.

13. PG&E is also the owner of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs that may endanger the safe and reliable operation of its facilities.

Southern California Gas Company

A Sempra Energy company

March 20, 2026

Attn: Alan Cazares
City of Shafter Planning Department
336 Pacific Ave
Shafter, CA 93263

Subject: **Non-Interference**
Tentative Tract Map 7422
APN: 091-210-08-00-9
Atlas: DF08C02

Dear Property Owner,

We have reviewed our company's facility maps and your detail description of the proposed Tract Map. The Gas Company does not maintain gas service lines in the subject property. Therefore, we have no objections. Your proposed Tract Map will not be in conflict with our gas lines.

For the safety of subject property, and neighbors and in compliance with State Law, Underground Service Alert -811 must be called (48 hours in advance) to verify the location of all utilities involved at the jobsite, so all utilities can be marked.

Should you have any questions or require additional information, please feel free contact me.

Sincerely,

Sergio Rodriguez
PA, Right of Way
SRodriguez5@socalgas.com

April 8, 2026

VIA ELECTRONIC MAIL

Alan Cazares
336 Pacific Avenue
Shafter, CA 93263

acazares@shafter.com

Assessor Parcel Number(s): Multiple
Project Location Address: West of Southern Pacific Railroad and the Lerdo Canal in the City of Shafter

PROJECT TITLE: Tentative Tract Map No. 7422

Public Resources Code (PRC) section 3208.1 establishes re-abandonment responsibility when previously plugged and abandoned oil, gas or geothermal wells will be impacted by planned property development or construction activities. Local permitting agencies, property owners, and/or developers should be aware of, and fully understand, that significant and potentially dangerous issues may be associated with development near previously abandoned oil, gas, and geothermal wells.

The California Geologic Energy Management Division (CalGEM) has received the above-referenced project dated March 12, 2026. To assist local permitting agencies, property owners, and developers in making safe and practical land use decisions regarding potential development near oil, gas, or geothermal wells, CalGEM provides a table in the attached enclosure of the wells within the parcel boundary or in its vicinity, based on CalGEM's Well Finder database (https://maps.conservation.ca.gov/doggr/wellfinder/).

CalGEM categorically advises against building over, or in any way impeding access to, oil, gas, or geothermal wells. Impeding access to a well could result in the need to remove any structure or obstacle that prevents or impedes access including, but not limited to, buildings, housing, fencing, landscaping, trees, pools, patios, sidewalks, roadways, and decking at the landowner's expense if there is a need to access a well. Maintaining sufficient access is considered the ability for a well servicing unit and associated necessary equipment (consisting of well servicing rig, pumping equipment, pipe trailer) to reach a well from a public street or access way, solely over the parcel on which the well is located. A well servicing unit, and any necessary equipment, should be able to pass unimpeded along and over the route, and should be able to access the well without disturbing the integrity of surrounding infrastructure. Impermeable

barriers such as asphalt, concrete, and plastic may trap hazardous gases and liquids underneath and could create a safety hazard if built over a well that later develops a leak.

CalGEM recommends that any well for which access is impeded or built over, against CalGEM's advice, should be evaluated by a qualified petroleum professional for compliance with the statutory objectives of isolating all hydrocarbon-bearing strata; protecting underground and surface waters; prevention of subsequent damage to life, health, property, and other resources; and prevention of loss of oil, gas, or reservoir energy. CalGEM recommends that wells that do not meet these standards are abandoned or re-abandoned prior to construction. The well information can be accessed through CalGEM's Well Finder database mentioned above. PRC section 3208, subdivision (a), provides the primary statutory authority for CalGEM to oversee adequate abandonment of wells. Additionally, CalGEM has developed the regulatory guidance for operators to be followed during well abandonment, which are listed within California Code of Regulation, title 14 (CCR) section 1723 and associated sub-sections (for onshore wells), and section 1745 and associated sub-sections (for offshore wells).

There is no guarantee that a well abandoned in compliance with current Division requirements as prescribed by law will not start leaking in the future. Due to the inability to predict all subsurface conditions or changes, it always remains a possibility that any well may start to leak oil, gas, and/or water after abandonment, no matter how thoroughly the well was plugged and abandoned. CalGEM acknowledges wells plugged and abandoned to the most current Division requirements as prescribed by law have a lower probability of leaking in the future, however there is no guarantee that such abandoned wells will not leak.

CalGEM advises that all wells identified on the development parcel prior to, or during, development activities be tested for liquid and gas leakage. Surveyed locations in Latitude and Longitude, NAD 83 decimal format, and leak testing results should be provided to CalGEM. CalGEM expects any wells found leaking to be reported to CalGEM immediately.

PRC section 3208.1 gives CalGEM the authority to order or permit the re-abandonment of any well where it has reason to question the integrity of the previous abandonment. Responsibility for re-abandonment costs may be affected by the choices made by the local permitting agency, property owner, and/or developer in considering the general advice set forth in this letter. The PRC continues to define the person or entity responsible for re-abandonment as:

1. The property owner - If the well was plugged and abandoned in conformance with Division requirements at the time of abandonment, and in its current condition does not pose an immediate danger to life, health, and property, but requires additional work solely because the owner of the property on which the well is located proposes construction on the property that would prevent or impede access to the well for purposes of remedying a currently perceived future

problem, then the owner of the property on which the well is located shall obtain all rights necessary to re-abandon the well and be responsible for the re-abandonment.

2. The person or entity causing construction over or near the well - If the well was plugged and abandoned in conformance with Division requirements at the time of plugging and abandonment, and the property owner, developer, or local agency permitting the construction failed either to obtain an opinion from the supervisor or district deputy as to whether the previously abandoned well is required to be re-abandoned, or to follow the advice of the supervisor or district deputy not to undertake construction that impedes access, then the person or entity causing the construction over or near the well shall obtain all rights necessary to re-abandon the well and be responsible for the re-abandonment.

3. The party or parties responsible for disturbing the integrity of the abandonment - If the well was plugged and abandoned in conformance with Division requirements at the time of plugging and abandonment, and after that time someone other than the operator or an affiliate of the operator disturbed the integrity of the abandonment in the course of developing the property, then the party or parties responsible for disturbing the integrity of the abandonment shall be responsible for the re-abandonment.

Should any wells require abandonment or re-abandonment, the responsible party must submit a Notice of Intention (NOI) to CalGEM through WellSTAR. The NOI form can be accessed in the 'Plugging and Abandonment' section of the following link: https://www.conservation.ca.gov/calgem/for_operators.

No well work may be performed on any oil, gas, or geothermal well without written approval from CalGEM. Well work requiring approval includes, but is not limited to, mitigating leaking gas or other fluids from abandoned wells, modifications to well casings, and/or any other re-abandonment work. CalGEM also regulates the top of a plugged and abandoned well's minimum and maximum depth below final grade. CCR section1723.5 states well casings shall be cut off at least 5 feet but no more than 10 feet below the surface of the ground. If any well needs to be lowered or raised (i.e. casing cut down or casing riser added) to meet this regulation, a permit from CalGEM is required before work can start.

CalGEM makes the following additional recommendations to the local permitting agency, property owner, and developer:

1. To ensure that present and future property owners are aware of (a) the existence of all wells located on the property, and (b) potentially significant issues associated with any improvements near oil or gas wells, CalGEM recommends that information regarding the below identified well(s), and any other pertinent information obtained after the issuance of this letter, be communicated to the appropriate county recorder for inclusion in the title information of the subject real property.

2. CalGEM recommends that any soil containing hydrocarbons be disposed of in accordance with local, state, and federal laws. Please notify the appropriate authorities if soil containing significant amounts of hydrocarbons is discovered during development.

As indicated in PRC section 3106, CalGEM has statutory authority over the drilling, operation, maintenance, and abandonment of oil, gas, and geothermal wells, and attendant facilities, to prevent, as far as possible, damage to life, health, property, and natural resources; damage to underground oil, gas, and geothermal deposits; and damage to underground and surface waters suitable for irrigation or domestic purposes. In addition to CalGEM's authority to order work on wells pursuant to PRC sections 3208.1 and 3224, it has authority to issue civil and criminal penalties under PRC sections 3236, 3236.5, and 3359 for violations within CalGEM's jurisdictional authority. CalGEM does not regulate grading, excavations, or other land use issues.

Should you have any questions, or if any wells are encountered that were not part of this letter, contact CalGEM at (661) 322-4031 or via email at CalGEMCentralCSWR@conservation.ca.gov.

Sincerely,

Emilio Flores

Emilio Flores
Office Technician

Enclosure

Enclosure: The wells listed below are reported to be located within and nearby the parcel boundary and may have future access impeded.

APN No.	API No.	Well Name
Multiple	No wells found	

RESOLUTION NO. 26-483

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SHAFTER RECOMMENDING APPROVAL OF TENTATIVE TRACT NO. 7422, AS DEPICTED IN EXHIBIT "A" WITH THE CONDITIONS OF APPROVAL AS SHOWN IN EXHIBIT "B", TO THE CITY COUNCIL OF THE CITY OF SHAFTER

WHEREAS, Lennar Homes of California, Inc., 5 River Park Place East, Suite 210, Fresno, CA 93720, submitted a tentative tract map application to the City of Shafter to subdivide approximately 351.97 acres (gross) into 1,251 single-family residential lots, 29 public landscape lots, 2 sump lots, 1 school site, 1 water well site, and 4 public park lots within the adopted Gossamer Grove Specific Plan (previously the Coberly West Specific Plan); and

WHEREAS, Lennar Homes of California, Inc., 5 River Park Place East, Suite 210, Fresno, CA 93720, is requesting approval of Tentative Tract No. 7422 on that certain property in the City of Shafter as shown in Exhibit "A"; and

WHEREAS, the high-speed rail footprint as it is currently planned by the California High-Speed Rail Authority, goes through an easterly portion of the proposed tract and, as a result, the infrastructure on that side of the tract is likely to be affected; and

WHEREAS, The City, as required by the Subdivision Map Act, sent an agency notification to the High-Speed Rail Authority and comments were submitted to Staff and included in the report to the Planning Commission; and

WHEREAS, the applicant has been made aware that the high-speed rail footprint goes through a portion of the property; and

WHEREAS, the Planning Commission, through it Secretary, did set Tuesday, April 14, 2026, at the hour of 6:00 p.m. in the Council Chambers of City Hall, 336 Pacific Avenue, Shafter, California, as the time and place for a public hearing before said Planning Commission on said proposal, and notice of the public hearing was given in the manner provided in Title 16 of the Shafter Municipal Code; and

WHEREAS, the project is exempt from the California Environmental Quality Act, i.e., exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code, pursuant to California Government Code Section 65457; and

WHEREAS, the project is within the scope of the Program Environmental Impact Report (EIR) that was certified for the Gossamer Grove Specific Plan (previously the Coberly West Specific Plan) in 2005 (SCH No. 2004101029) pursuant to Resolution No. 05-1738; and

WHEREAS, the certified Program EIR adequately describes the activity of the residential development proposed in Tentative Tract No. 7422 as adopted in the Gossamer Grove Specific Plan (previously the Coberly West Specific Plan) under Resolution No. 05-1741; and

WHEREAS, the facts presented in the staff report and evidence at the above referenced public hearing support the findings contained in this resolution; and

WHEREAS, at said public hearing held on April 14, 2026, the proposed tentative tract map was duly heard and considered and the Planning Commission found as follows:

1. The proposed tentative tract map is only proposing residential development consistent with the adopted Gossamer Grove Specific Plan. Therefore, the project is exempt from the California Environmental Quality Act, i.e., exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code, pursuant to California Government Code Section 65457. The project is within the scope of the Program Environmental Impact Report (EIR) that was certified for the Gossamer Grove Specific Plan (previously the Coberly West Specific Plan) in 2005 (SCH No. 2004101029). The certified Program EIR adequately describes the activity of the residential development proposed in Tentative Tract No. 7422 as adopted in the Gossamer Grove Specific Plan.

2. Tentative Tract No. 7422, together with the provisions for its design and improvement, is consistent with the Shafter General Plan and the Gossamer Grove Specific Plan.

3. The site is physically suitable for the proposed type and density of development.

4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat.

5. The design of the proposed subdivision and the type of improvements proposed are not likely to cause serious public health or safety problems.

6. The design of the proposed subdivision and the type of proposed improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

7. The proposed subdivision, consistent with California Government Code Section 66412.3, balances the housing needs of the region against the public service needs of the City's residents and available fiscal and environmental resources.

8. The design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

9. The discharge of waste from the proposed subdivision into the existing sewer system will not result in a violation of existing requirements prescribed by the Regional Water Quality Control Board.

10. The proposed subdivision is in substantial conformity with the Subdivision Map Act, and with Title 16 (Subdivision Ordinance) of the Shafter Municipal Code. The proposed lots are in substantial conformance with the provisions of the Gossamer Grove Specific Plan and all lots have adequate and proper access to public streets, sanitary sewer, water lines, fire hydrants, drainage structures and utilities.

11. The attached Conditions of Approval are deemed necessary for the safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Shafter, in a regular meeting on the 14th day of April 2026, resolved to recommend to the City Council the approval of Tentative Tract Map No. 7422 (Exhibit "A"), as described in Planning Commission Resolution No. 26-483, with the above findings and the conditions of approval as shown in Exhibit "B".

BE IT FURTHER RESOLVED that a copy of this Resolution be delivered forthwith by the City Clerk to the City Council of the City of Shafter.

PASSED AND ADOPTED THIS 14th DAY OF APRIL, 2026.

_____
Lovedeep Joshan, Chairman

ATTEST

_____
Yazmina Pallares, City Clerk

EXHIBIT "A"

TENTATIVE TRACT NO. 7422 - PHASED

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

GENERAL NOTES:

ALL RESIDENTIAL LOTS ARE TO HAVE A 10' OR A 12' PUBLIC UTILITIES EASEMENT (PUE) WHERE NOTED.

RESIDENTIAL LOTS FRONTING THE PUBLIC SCHOOL SITE (LOT 'A') AND THE PARK (LOT 'B') ARE TO HAVE A 6' PEDESTRIAN EASEMENT (PE).

ALL NATURE TRAILS, PRIMARY PASEOS AND SECONDARY PASEOS TO BE IN ACCORDANCE WITH THE GOSSAMER GROVE SPECIFIC PLAN AND THE CITY OF SHAFTER STANDARDS.

ALL PROPOSED STREETS SHALL BE IRREVOCABLE OFFERS OF DEDICATION TO THE CITY OF SHAFTER, UNLESS OTHERWISE NOTED.

SUBDIVISION TO BE SERVED BY DUAL WATER SYSTEM FOR BOTH POTABLE RESIDENTIAL WATER AND NON-POTABLE WATER FOR LANDSCAPING. NON-POTABLE WATER TO BE PROVIDED BY OILDALE MUTUAL WATER COMPANY AT A LATER DATE. NO WELLS CURRENTLY EXIST ON PROPERTY.

DRAINAGE FROM THE PROJECT SITE WILL BE DIRECTED TO TWO ONSITE SUMPS.

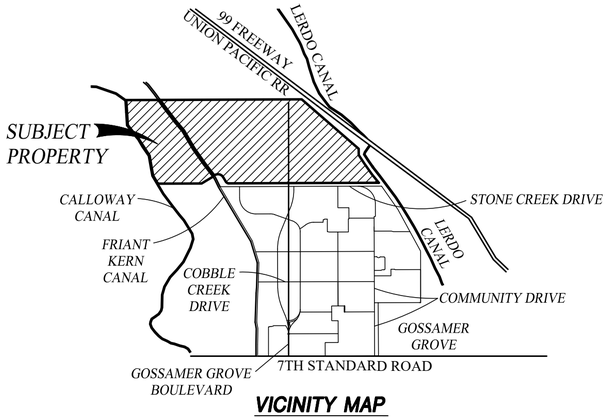
FUTURE SIGNALS ARE TO BE DETERMINED PER TRAFFIC STUDY.

LEGEND:

DOC.	DOCUMENT
K.C.R.	KERN COUNTY RECORDS
O.R.	OFFICIAL RECORD

LEGEND, TOPOGRAPHIC

BOL	BOLLARD
CBOX	CHRISTY BOX
(XXX)	CONTOURS IN FEET
ETS	ELECTROLYSIS TEST STATION
(OE)	ELECTRIC LINE, OVERHEAD
ELECMK	ELECTRIC MARKER
ELECPAN	ELECTRIC PANEL
	EDGE OF PAVEMENT
	EDGE OF ROAD
(FIBER)	FIBER OPTIC, UNDER GROUND
FNC <>	FENCE, PIPE
FNCCL	FENCE, CHAINLINK
GUY	GUY WIRE
	HINGE POINT/TOP OF SLOPE/GRADE BREAK
IRR	IRRIGATION
IRRVLV	IRRIGATION VALVE
MH-WV	MANHOLE FOR WATER VALVE
MKG	MARKING, AS NOTED
(OIL)	PETROL, UNDER GROUND
	POST
PP	POWER POLE
PPT	POWER POLE WITH TRANSFORMER
	SIGN, REFLECTOR
SD	STORM DRAIN
SP	STAND PIPE
SW	SWALE
	TOE OF SLOPE
UP	UTILITY POLE
VP	VENT PIPE
WL (W)	WATER LINE
WM	WATER METER
WTRMK	WATER MARKER
WTRWELL	WATER WELL
WV	WATER VALVE



VICINITY MAP

NOT TO SCALE

EASEMENTS:

1. RIGHTS, RIGHTS OF WAY, RESERVATIONS AND EXCEPTIONS PER BOOK 6, PAGE 93 OF PATENTS, RECORDED JANUARY 5, 1892. (NOT PLOTTABLE FROM RECORD)

(2) RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE LAND LYING WITHIN VERDUGO LANE AS SHOW ON FILED MAP 7-1, BOOK 2, PAGE 29, K.C.R. (60' WIDE).

(3) POLE LINE EASEMENT AND INCIDENTAL PURPOSES IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY PER BOOK 317 OF DEEDS, PAGE 121, RECORDED NOVEMBER 4, 1916. (WIDTH NOT DISCLOSED)

4. POLE LINE EASEMENT AND INCIDENTAL PURPOSES IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY PER BOOK 321 OF DEEDS, PAGE 98, RECORDED MARCH 23, 1917. (NOT PLOTTABLE FROM RECORD)

(5) EASEMENT FOR POLES, ANCHORS AND INCIDENTAL PURPOSES IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY PER BOOK 346 OF DEEDS, PAGE 160, RECORDED JANUARY 24, 1920. (WIDTH NOT DISCLOSED)

(6) EASEMENT FOR POLES, ANCHORS AND INCIDENTAL PURPOSES IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY PER BOOK 358 OF DEEDS, PAGE 482, RECORDED OCTOBER 6, 1920. (WIDTH NOT DISCLOSED)

(7) EASEMENT FOR UNDERGROUND WATER PIPELINES, VALVES, METERING EQUIPMENT, AND ALL NECESSARY ABOVE OR BELOW GROUND FIXTURES AND APPURTENANCES AND INCIDENTAL PURPOSES IN FAVOR OF FRANMAR COMPANY, L.P., COLDWATER FARMS, INC., THOMAS-CATTANI INCORPORATED, AND P&R ALMOND ORCHARDS, INC. PER DOCUMENT NO. 0205028832, O.R., RECORDED FEBRUARY 4, 2005. (40' WIDE)

(8) EASEMENT FOR A WATER PIPELINE AND NONEXCLUSIVE CONSTRUCTION EASEMENT, RIGHT OF WAY TO LAY AND INCIDENTAL PURPOSES IN FAVOR OF OILDALE MUTUAL WATER COMPANY PER DOCUMENT NO. 0209017741, O.R., RECORDED FEBRUARY 9, 2009.

(9) EASEMENT FOR OVERHEAD LINES, POLES, WIRES, ELECTRICAL CONDUCTORS AND INCIDENTAL PURPOSES IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY PER DOCUMENT NO. 0212139667, O.R., RECORDED OCTOBER 1, 2012. (WIDTH NOT DISCLOSED)

10. EASEMENT FOR PERMANENT TELECOMMUNICATIONS SYSTEM AND INCIDENTAL PURPOSES IN FAVOR OF SPRINT COMMUNICATIONS COMPANY L.P., ET AL PER DOCUMENT NO. 0214011056, O.R., RECORDED JANUARY 30, 2014. (NOT PLOTTABLE FROM RECORD)

(11) PERMANENT NONEXCLUSIVE EASEMENT IN GROSS TO CONSTRUCT AND MAINTAIN A PIPELINE AND FIXTURES IN FAVOR OF NORTH KERN WATER STORAGE DISTRICT PER DOCUMENT NO. 0215007689, O.R., RECORDED JANUARY 22, 2015. (30' WIDE)

(12) EASEMENT FOR WELL AND PUMP FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF NORTH KERN WATER STORAGE DISTRICT PER DOCUMENT NO. 0215110583, O.R., RECORDED AUGUST 12, 2015.

(13) STATEMENT OF COVENANTS AFFECTING LAND DEVELOPMENT FOR TEMPORARY STREET FACILITIES IN LOT B OF TRACT NO. 7388-1 AND PORTIONS OF THE SE 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST AND SW 1/4 OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST PER DOCUMENT NO. 222065344, O.R., RECORDED APRIL 27, 2022 AND REVISED PER DOCUMENT NO. 223091964, O.R., RECORDED AUGUST 3, 2023. (30' WIDE).

(14) EASEMENT FOR WELL AND PUMP FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF NORTH KERN WATER STORAGE DISTRICT AS SHOWN ON DOCUMENT NO. 0215110583, O.R., RECORDED AUGUST 12, 2015. (DOCUMENT NOT OF RECORD).

OFFSITE EASEMENTS:

(1) GOSSAMER GROVE BOULEVARD LICENSE AGREEMENT DATED FEBRUARY 20, 2024.
(2) SOARING HEIGHTS WAY LICENSE AGREEMENT DATED JUNE 17, 2025.
(3) CALLOWAY CANAL AT CHAPALA STREET LICENSE AGREEMENT DEFERRED UNTIL FINAL MAP/IMPROVEMENT PLANS.
(4) JEWETTA AVENUE LICENSE AGREEMENT DEFERRED UNTIL FINAL MAP/IMPROVEMENT PLANS.
(5) FRIANT-KERN CANAL AT MEANDERING WAY LICENSE AGREEMENT DEFERRED UNTIL FINAL MAP/IMPROVEMENT PLANS.

OWNER:

LENNAR HOMES OF CALIFORNIA, LLC
5 RIVER PARK PLACE EAST, SUITE 210
FRESNO, CA 93720
(559) 447-3400

SUBDIVIDER:

LENNAR HOMES OF CALIFORNIA, LLC
5 RIVER PARK PLACE EAST, SUITE 210
FRESNO, CA 93720
(559) 447-3400

MINERAL RIGHTS OWNERS:

APNS 482-040-15 (PORTION), 482-040-13 (PORTION) AND 091-210-02:
EXCEPTING THE NORTH 150 FEET OF LOT 38 OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.B.&M. LERDO SUBDIVISION "A" AS PER MAP THEREOF FILES IN BOOK 2, PAGE 54 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF KERN COUNTY.

WILLIAM KELLY LEE, ALSO KNOWN AS W. K. LEE
SIXTY PERCENT (60%)

HOT COFFEE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

APN 482-010-57:
RAY WARREN RYDER AND ANGELA M. RYDER, HIS WIFE;
ROSS RYDER AND RUTH R. RYDER, HIS WIFE;
TESSA KRUSE RYDER AND ROYAL S. RYDER, HER HUSBAND
UNDIVIDED THREE-FOURTHS (75%)

WILLIAM KELLY LEE, ALSO KNOWN AS W. K. LEE
FIFTEEN PERCENT (15%)

HOT COFFEE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

APNS 091-210-08, 482-040-12 AND 482-040-15 (PORTION):
LERDO LAND COMPANY
SEVENTY-FIVE PERCENT (75%)

HOT COFFEE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

APN 482-040-13 (PORTION):
HOT COFFEE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

THE NORTH 150 FEET OF LOT 38 OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.B.&M. LERDO SUBDIVIIONS "A" AS PER MAP THEREOF FILES IN BOOK 2, PAGE 54 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF KERN COUNTY.

ONE HUNDRED PERCENT (100%)

LETTER LOTS

LETTER	AREA	PHASE
A – PUBLIC SCHOOL SITE	14.10 AC	1
B – PARK	5.26 AC	1
C – SUMP	3.43 AC	1
D – SECONDARY PASEO/LANDSCAPE	3,453 SF	1
E – SECONDARY PASEO/LANDSCAPE	15,583 SF	1
F – SECONDARY PASEO/LANDSCAPE	7,200 SF	1
G – PRIMARY PASEO/LANDSCAPE	2,942 SF	1
H – PRIMARY PASEO/LANDSCAPE	10,784 SF	1
I – SECONDARY PASEO/LANDSCAPE	1,138 SF	1
J – SECONDARY PASEO/LANDSCAPE	15,161 SF	1
K – NATURE TRAIL/PASEO/LANDSCAPE	1.50 AC	1
L – AGRICULTURE BUFFER/NATURE TRAIL/ PASEO/LANDSCAPE	3.75 AC	1
M – PASEO/LANDSCAPE	4,000 SF	1
N – PASEO/LANDSCAPE	423 SF	3
O – AGRICULTURE BUFFER/PASEO/ LANDSCAPE	3.38 AC	3
P – PRIMARY PASEO/LANDSCAPE	4,947 SF	3
Q – PRIMARY PASEO/LANDSCAPE	9,852 SF	3
R – PRIMARY PASEO/LANDSCAPE	5,683 SF	3
S – AGRICULTURE BUFFER/NATURE TRAIL/ PASEO/LANDSCAPE	5.64 AC	3
T – PASEO/LANDSCAPE	618 SF	3
U – PARK	2.95 AC	3
V – WATER WELL SITE	29,007 SF	3
W – PARK	2.54 AC	2
X – PARK	1.43 AC	2
Y – SUMP	1.41 AC	2
Z – NATURE TRAIL/PASEO/LANDSCAPE	19,055 SF	2
AA – AGRICULTURE BUFFER/NATURE TRAIL/ PASEO/LANDSCAPE	2.77 AC	2
BB – LANDSCAPE	12,805 SF	2
CC – AGRICULTURE BUFFER/NATURE TRAIL/ LANDSCAPE	1.40 AC	2
DD – NATURE TRAIL/PASEO/LANDSCAPE	1.67 AC	2
EE – LANDSCAPE	5,044 SF	2
FF – LANDSCAPE	5,437 SF	2
GG – NON-BUILDABLE	14,924 SF	3
HH – PASEO/LANDSCAPE	684 SF	1
II – PASEO/LANDSCAPE	684 SF	1
JJ – PASEO/LANDSCAPE	684 SF	1
KK – PASEO/LANDSCAPE	2,938 SF	1
LL – PASEO/LANDSCAPE	2,949 SF	1

TOTAL SITE DATA: (SEE SHEET 8 FOR SITE DATA PER PHASE)

LOT SIZES:	
PA-3 ESTATE	8,000-10,000 S.F. MINIMUM PER THE GOSSAMER GROVE SPECIFIC PLAN
PA-3 LDR	4,000-7,000 S.F. MINIMUM PER THE GOSSAMER GROVE SPECIFIC PLAN
NUMBER OF LOTS	1,289
NUMBER OF BUILDABLE LOTS	1,251
ESTATE = 90	
LDR = 1,161	
NUMBER OF LANDSCAPE LOTS	29
NUMBER OF SUMPS	2
NUMBER OF SCHOOLS	1
NUMBER OF PARKS	4
NUMBER OF WATER WELL SITES	1 (LOT V)
NUMBER OF NON-BUILDABLE LOTS	1 (LOT GG)
AREAS GROSS	351.97 ACRES GROSS
AREAS NET	212.26 ACRES NET
NET DENSITY:	
PA-3 ESTATE: 90 LOTS 27.05 ACRES NET 3.3 DU/AC	2.4-4 DU/AC PER THE GOSSAMER GROVE SPECIFIC PLAN
PA-3 LDR: 1161 LOTS 185.21 ACRES NET 6.3 DU/AC	4-7.5 DU/AC PER THE GOSSAMER GROVE SPECIFIC PLAN
EXISTING USE	AGRICULTURE
PROPOSED USE	SINGLE FAMILY RESIDENTIAL
EXISTING/PROPOSED ZONING	GOSSAMER GROVE SPECIFIC PLAN
EXISTING/PROPOSED LAND USE DESIGNATION:	PA-3 ESTATE & LDR
ASSESSOR PARCEL NUMBERS	482-010-57, 482-040-12, 482-040-13, 482-040-15, 091-210-02 & 091-210-08
WATER	OILDALE MUTUAL WATER COMPANY
SEWER	CITY OF SHAFTER/NORTH OF THE RIVER
ELECTRICITY	PACIFIC GAS & ELECTRIC
GAS	SOUTHERN CALIFORNIA GAS COMPANY
TELEPHONE	AT&T
CABLE	CHARTER COMMUNICATIONS (SPECTRUM)
FIBER	CITY OF SHAFTER
SCHOOL DISTRICTS:	
ELEMENTARY	RICHLAND UNION SCHOOL DISTRICT
JR. HIGH	RICHLAND UNION SCHOOL DISTRICT
HIGH SCHOOL	KERN COUNTY HIGH SCHOOL DISTRICT

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/01/2026
KRISTIE M. ACHEE, P.L.S. 8189 — DATE

BY:

QK

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 1 OF 50

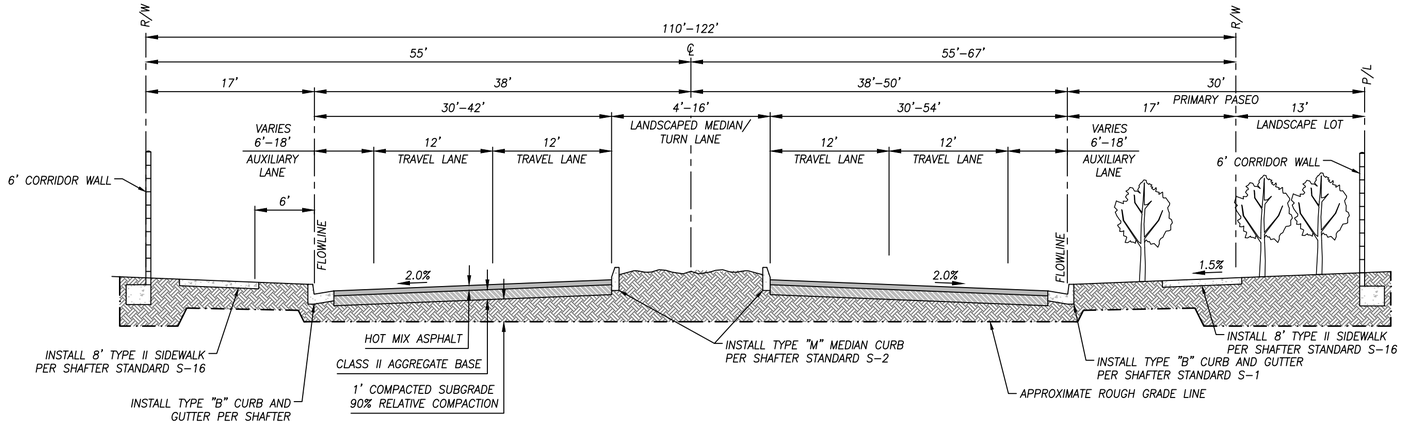
STREET INTERSECTION NOTES:

1. SEE SHEET 11 FOR FULL RIGHT TURN POCKETS AT INTERSECTION OF JEWETTA AVENUE & CHAPALA STREET/MEANDERING WAY.

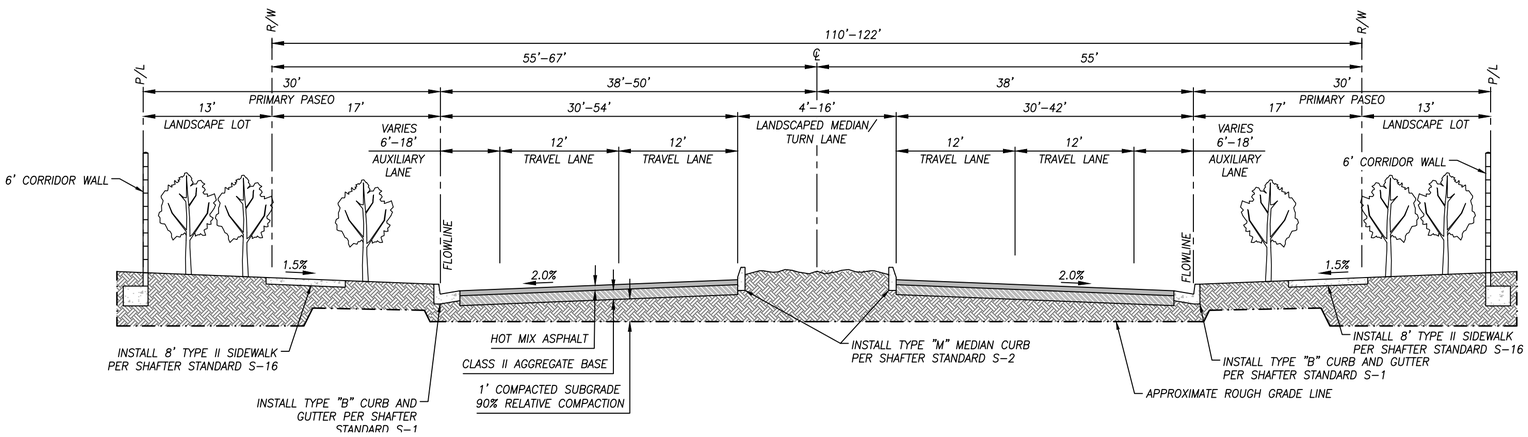
2. SEE SHEET 27 FOR FULL RIGHT TURN POCKETS AT INTERSECTION OF GOSSAMER GROVE BOULEVARD & MEANDERING WAY

TENTATIVE TRACT NO. 7422 - PHASED

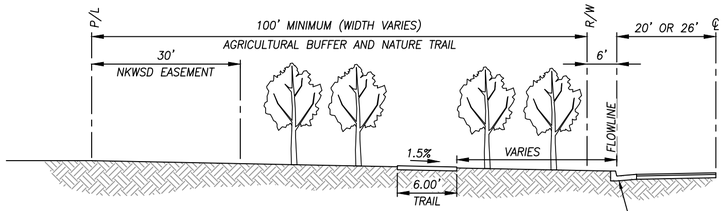
BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



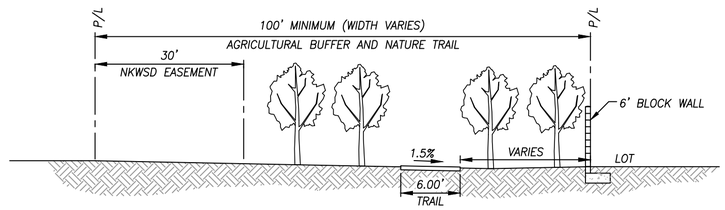
A GOSSAMER GROVE BOULEVARD (PRIMARY PASEO ONE SIDE)
LOOKING NORTH
NTS



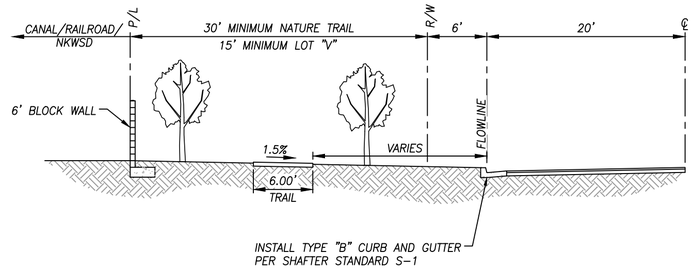
B GOSSAMER GROVE BOULEVARD (PRIMARY PASEO BOTH SIDES)
LOOKING NORTH/NORTHWEST
NTS



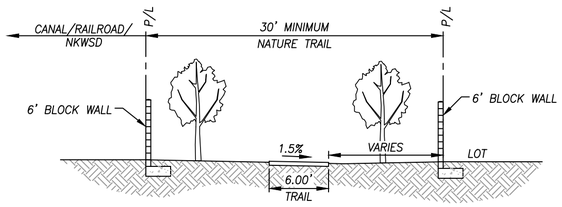
C AGRICULTURE BUFFER
LOOKING EAST
NTS



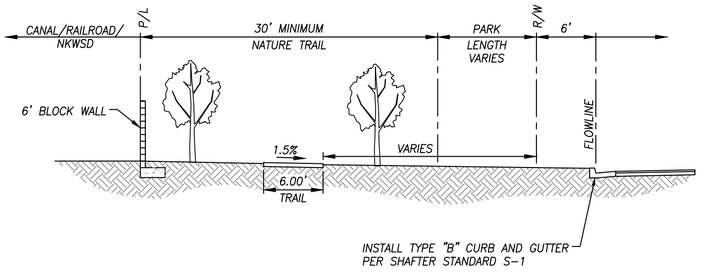
D AGRICULTURE BUFFER (BACK OF LOTS)
LOOKING EAST
NTS



E NATURE TRAIL
LOOKING NORTH AND SOUTH
NTS



F NATURE TRAIL (BACK OF LOTS)
WITH CANAL BLOCK WALL
LOOKING NORTH, SOUTH AND WEST
NTS



G NATURE TRAIL (AT PARK)
LOOKING SOUTH
NTS

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

QK
WWW.QKINC.COM
1–800–955–7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 2 OF 50

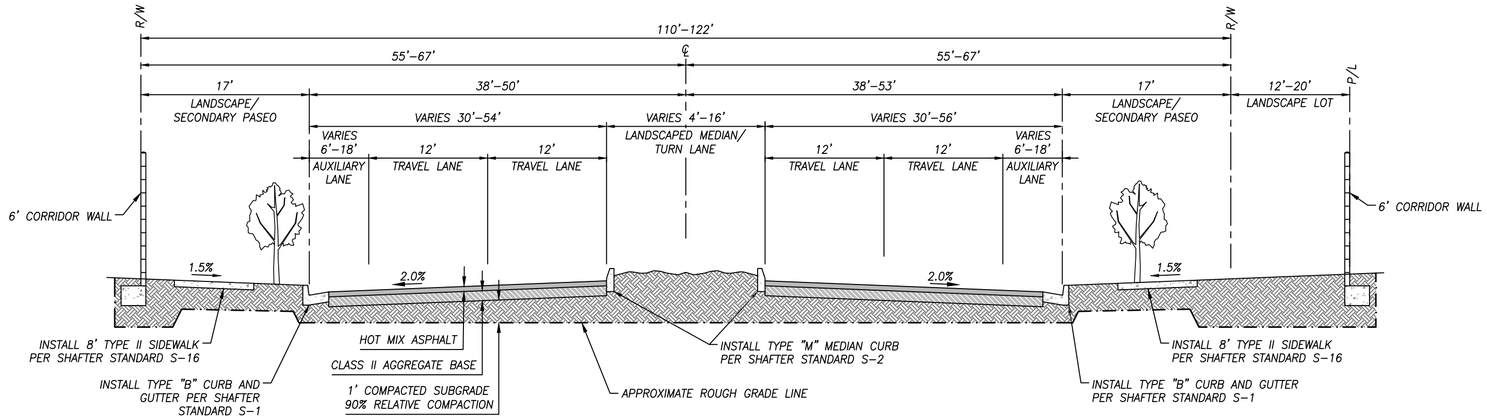
TENTATIVE TRACT NO. 7422 - PHASED

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

STREET INTERSECTION NOTES:

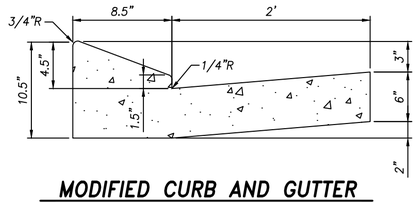
1. SEE SHEET 11 FOR FULL RIGHT TURN POCKETS AT INTERSECTION OF JEWETTA AVENUE & CHAPALA STREET/MEANDERING WAY.

2. SEE SHEET 27 FOR FULL RIGHT TURN POCKETS AT INTERSECTION OF GOSSAMER GROVE BOULEVARD & MEANDERING WAY



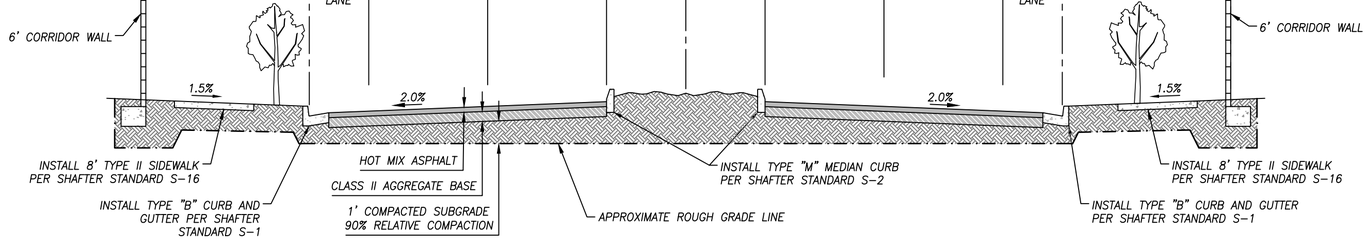
(H) ARTERIAL STREET (WITH LANDSCAPE LOT)

JEWETTA AVENUE (NORTH OF MEANDERING WAY & CHAPALA STREET)
LOOKING NORTHEAST/EAST,
CHAPALA STREET LOOKING NORTHEAST
NTS



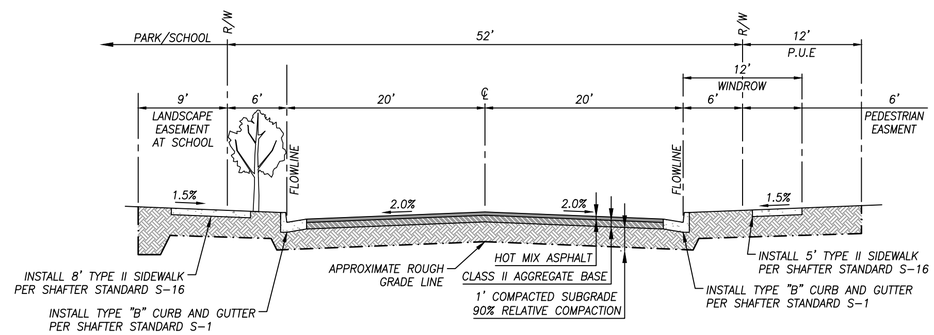
MODIFIED CURB AND GUTTER

DIMENSION ARE IN INCHES
NTS



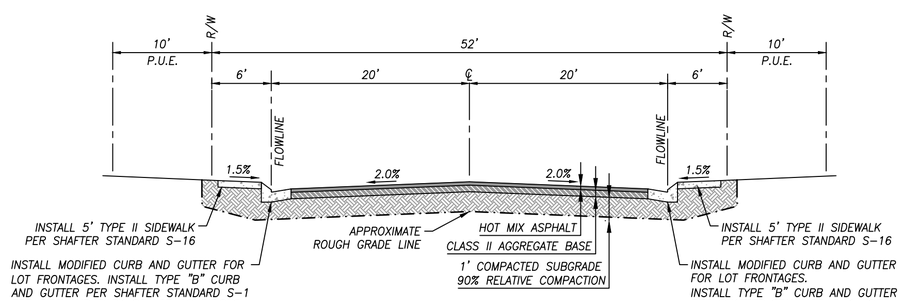
(I) ARTERIAL STREET

JEWETTA AVENUE (SOUTH OF MEANDERING WAY & CHAPALA STREET)
LOOKING NORTH
NTS



(K) LOCAL 52' WIDE STREET (AT PARK/SCHOOL)

NTS



(J) LOCAL 52' WIDE STREET

NTS

NOTE:
SIDEWALKS ALONG PARKS AND AGRICULTURE BUFFERS WILL BE DETACHED PER LANDSCAPE PLANS

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

WWW.QKINC.COM
1–800–955–7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 3 OF 50

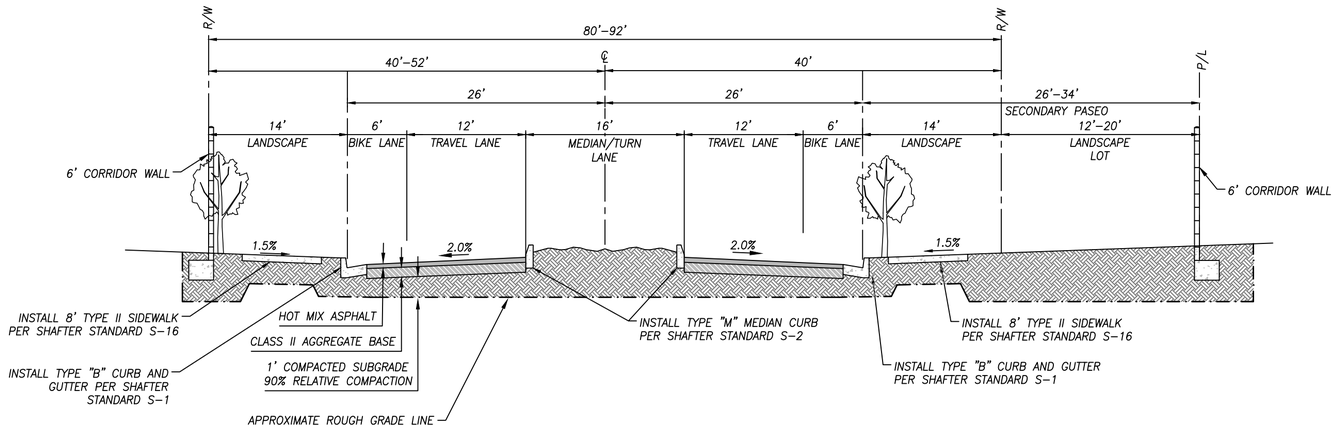
STREET INTERSECTION NOTES:

1. SEE SHEET 11 FOR FULL RIGHT TURN POCKETS AT INTERSECTION OF JEWETTA AVENUE & CHAPALA STREET/MEANDERING WAY.

2. SEE SHEET 27 FOR FULL RIGHT TURN POCKETS AT INTERSECTION OF GOSSAMER GROVE BOULEVARD & MEANDERING WAY

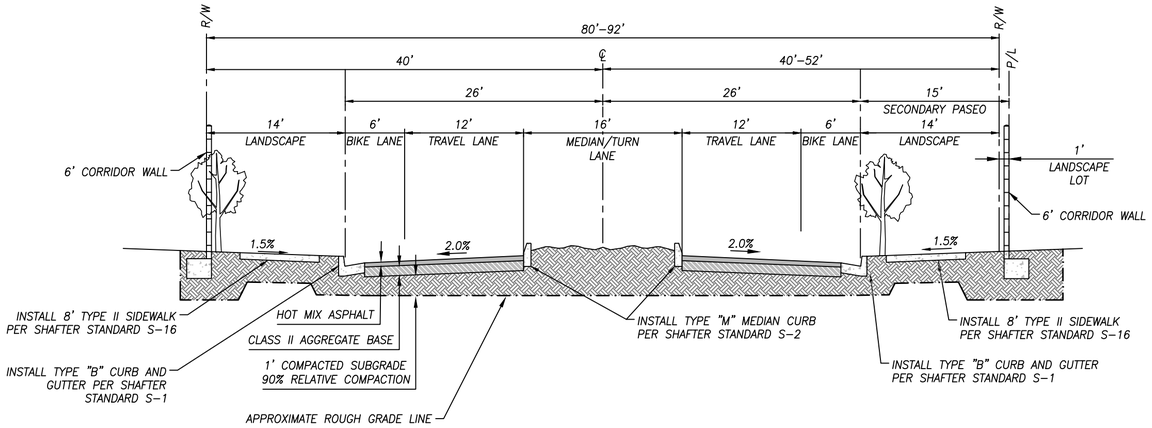
TENTATIVE TRACT NO. 7422 - PHASED

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



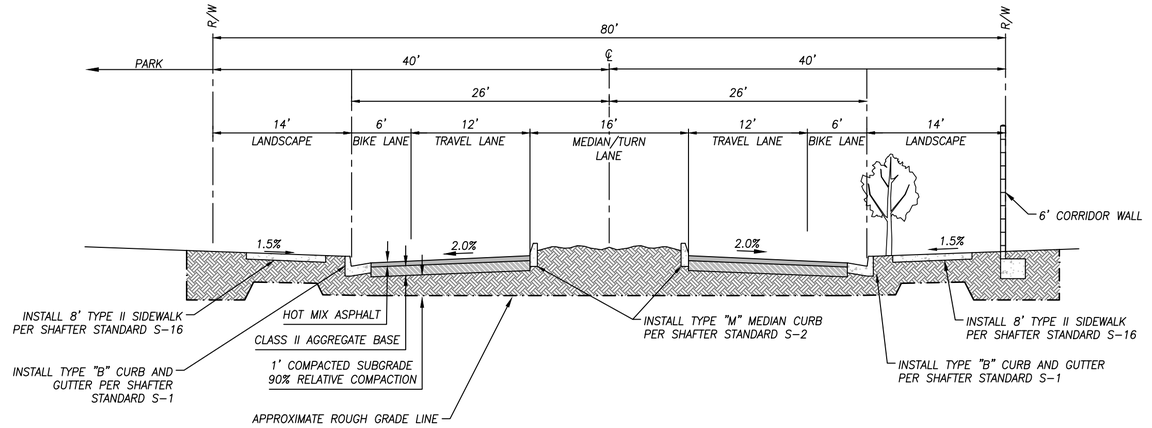
(L) COLLECTOR WITH LANDSCAPE LOT (DIVIDED)

MEANDERING WAY (BETWEEN JEWETTA AVENUE & FLOWERPARK DRIVE)
LOOKING NORTHEAST/EAST/SOUTHEAST
AND KELLINGTON DRIVE (WEST OF GOSSAMER GROVE BOULEVARD) LOOKING WEST
NTS



(M) COLLECTOR WITH 1' LANDSCAPE LOT (DIVIDED)

MEANDERING WAY (BETWEEN SPRING LODGE DRIVE & GOSSAMER GROVE BOULEVARD)
LOOKING EAST
NTS



(N) COLLECTOR AT PARK (DIVIDED)

MEANDERING WAY (BETWEEN FLOWERPARK DRIVE & SPRING LODGE DRIVE)
LOOKING NORTHWEST
NTS

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

WWW.QKINC.COM
1–800–955–7599
BAKERSVILLE, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

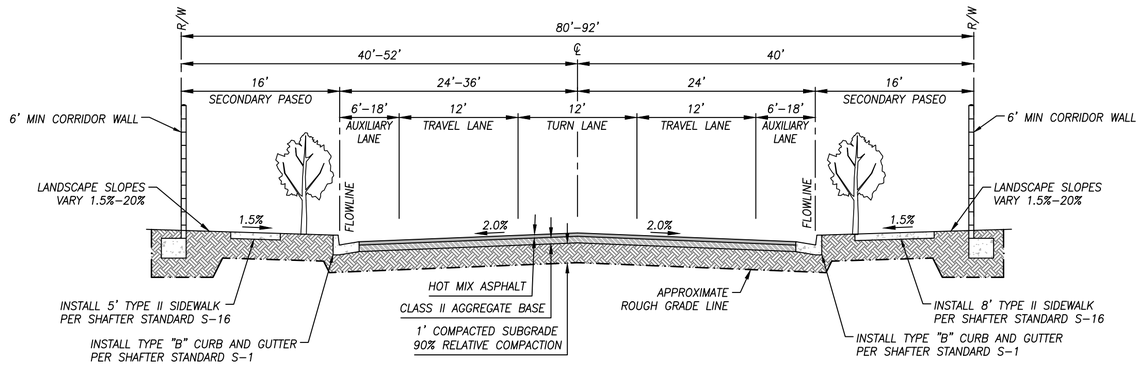
STREET INTERSECTION NOTES:

1. SEE SHEET 11 FOR FULL RIGHT TURN POCKETS AT INTERSECTION OF JEWETTA AVENUE & CHAPALA STREET/MEANDERING WAY.

2. SEE SHEET 27 FOR FULL RIGHT TURN POCKETS AT INTERSECTION OF GOSSAMER GROVE BOULEVARD & MEANDERING WAY

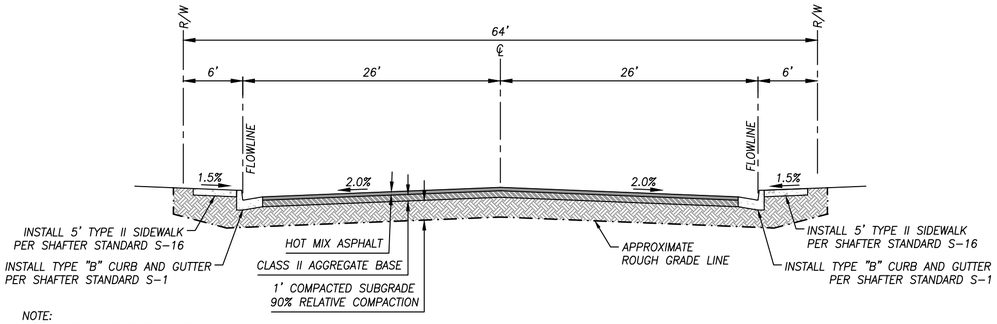
TENTATIVE TRACT NO. 7422 - PHASED

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



(O) COLLECTOR (UNDIVIDED)

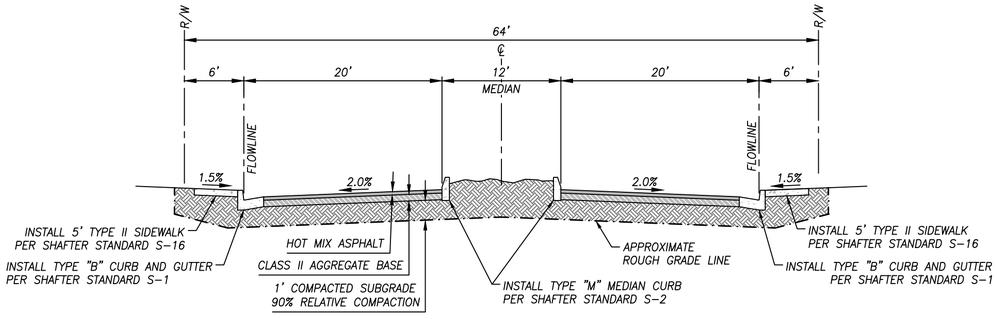
SOARING HEIGHTS WAY (SOUTH OF KELLINGTON DRIVE) LOOKING NORTH,
KELLINGTON DRIVE (EAST OF GOSSAMER GROVE BOULEVARD) LOOKING EAST,
MEANDERING WAY (EAST OF GOSSAMER GROVE BOULEVARD) LOOKING EAST,
KACEY LANE (BETWEEN MEANDERING WAY AND KELLINGTON DRIVE) LOOKING NORTH,
AND SPRING LODGE DRIVE (NORTH OF MEANDERING WAY) LOOKING NORTH/NORTHEAST
NTS



NOTE:
SIDEWALKS ALONG PARKS AND AGRICULTURE BUFFERS WILL BE DETACHED PER LANDSCAPE PLANS

(P) LOCAL 64' WIDE STREET

KACEY LANE (NORTH OF MEANDERING WAY),
MEANDERING WAY (EAST OF KACEY LANE)
AND SANDY GROVE WAY (NORTHEAST OF ROUND SPRINGS LANE)
NTS



NOTE:
SIDEWALKS ALONG PARKS AND AGRICULTURE BUFFERS WILL BE DETACHED PER LANDSCAPE PLANS

(Q) LOCAL 64' WIDE STREET (WITH 12' MEDIAN)

VINEYARDS DRIVE, TOWERGUARD WAY, RIPP DRIVE,
HEMLOCK LAKES WAY, LENZGROVE DRIVE, BLACKBERRY WAY,
WATERVIEW WAY AND GASTON WAY
NTS

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

WWW.QKINC.COM
1–800–955–7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 5 OF 50

TENTATIVE TRACT NO. 7422 - PHASED

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND:

- ( )R4 — RECORD PER FILED MAP 7-1 RECORDED IN BOOK 2, PAGES 24-26 AND 29, K.C.R., OR CALCULATED THEREFROM.
- ( )R5 — RECORD PER FILED MAP 7-2 RECORDED IN BOOK 2, PAGE 402, K.C.R., OR CALCULATED THEREFROM.
- ( )R6 — RECORD PER RECORD OF SURVEY RECORDED IN BOOK 10 OF RECORD OF SURVEYS, PAGE 186, K.C.R, OR CALCULATED THEREFROM.
- ( )R8 — RECORD PER RECORD OF SURVEY RECORDED IN BOOK 22 OF RECORD OF SURVEYS, PAGE 47, K.C.R., OR CALCULATED THEREFROM.
- ( )R10 — RECORD PER PARCEL MAP NO. 11314 RECORDED IN BOOK 54 OF PARCEL MAPS, PAGES 149-158, K.C.R., OR CALCULATED THEREFROM.
- ( )R12 — RECORD PER TRACT NO. 6761 RECORDED IN BOOK 59 OF MAPS, PAGES 42-45, K.C.R., OR CALCULATED THEREFROM.
- ( )R14 — RECORD PER RECORD OF SURVEY NO. 3712 RECORDED IN BOOK 32 OF RECORD OF SURVEYS, PAGE 24, K.C.R., OR CALCULATED THEREFROM.
- ( )R15 — RECORD PER TRACT NO. 7332, PHASE 2 RECORDED IN BOOK 64 OF MAPS, PAGES 67-78, K.C.R., OR CALCULATED THEREFROM.

LEGEND CONTINUED:

- DOC. — DOCUMENT
- K.C.R. — KERN COUNTY RECORDS
- O.R. — OFFICIAL RECORD
- ROW — RIGHT OF WAY
- — — — SECTION LINE/MID-SECTION LINE
- ——— SUBDIVISION BOUNDARY
- [XX] — LERDO SUBDIVISION "A" LOT NUMBERS.
- (X) — OFFSITE EASEMENT, SEE SHEET 1 FOR LIST.

SECTIONAL BREAKDOWN

N

500' 0' 500'

SCALE: 1"= 500'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

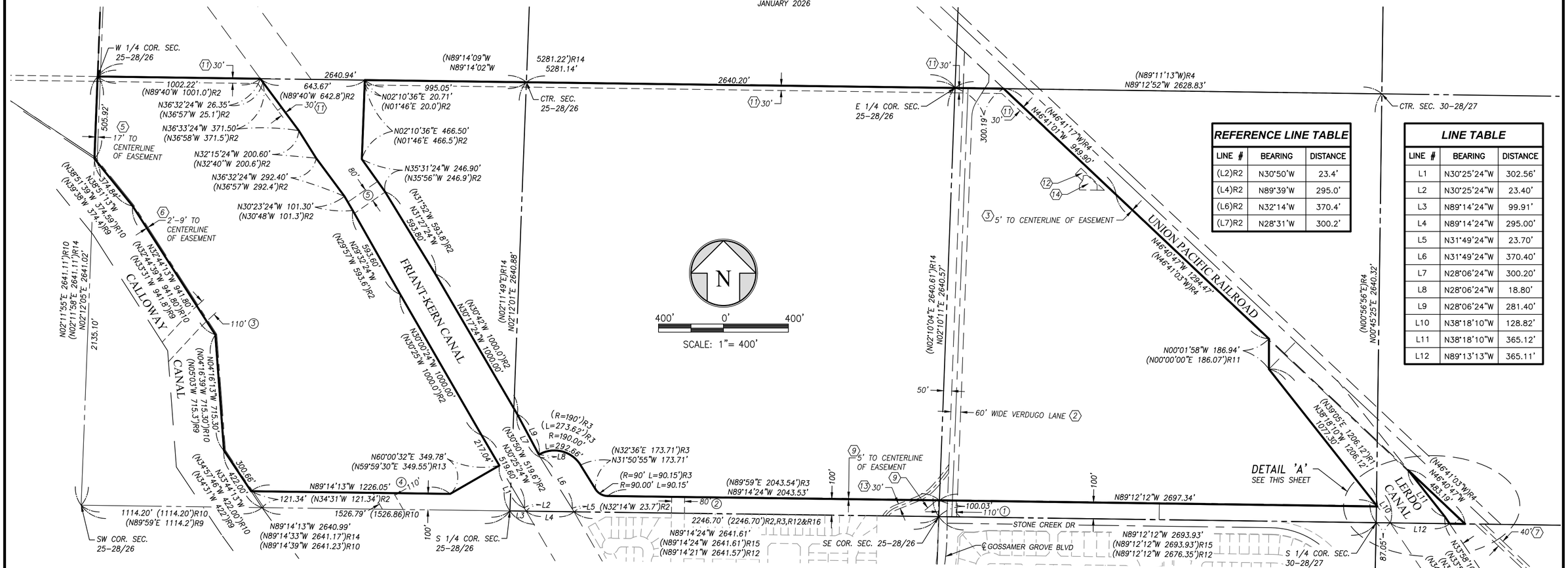
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 6 OF 50

L:\PROJECTS\2022\220140\ACAD\TENTATIVE MAP\220140-TTM 7422 OVERALL.DWG 3/4/2026 11:53 AM

TENTATIVE TRACT NO. 7422 - PHASED

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



REFERENCE LINE TABLE		
LINE #	BEARING	DISTANCE
(L2)R2	N30°50'W	23.4'
(L4)R2	N89°39'W	295.0'
(L6)R2	N32°14'W	370.4'
(L7)R2	N28°31'W	300.2'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N30°25'24"W	302.56'
L2	N30°25'24"W	23.40'
L3	N89°14'24"W	99.91'
L4	N89°14'24"W	295.00'
L5	N31°49'24"W	23.70'
L6	N31°49'24"W	370.40'
L7	N28°06'24"W	300.20'
L8	N28°06'24"W	18.80'
L9	N28°06'24"W	281.40'
L10	N38°18'10"W	128.82'
L11	N38°18'10"W	365.12'
L12	N89°13'13"W	365.11'

N

400' 0' 400'

SCALE: 1"= 400'

OVERALL BOUNDARY

LEGEND:

( )R1 RECORD PER LERDO SUBDIVISION "A" RECORDED IN BOOK 2 OF MAPS, PAGES 54, K.C.R., OR CALCULATED THEREFROM

( )R2 RECORD PER FRIANT KERN CANAL (PARCEL 8) RECORDED IN BOOK 1710, PAGE 8, O.R., OR CALCULATED THEREFROM.

( )R3 RECORD PER NORTH KERN WATER STORAGE DISTRICT PARCELS PER BOOK 2142, PAGE 183, O.R., OR CALCULATED THEREFROM.

( )R4 RECORD PER FILED MAP 7-1 RECORDED IN BOOK 2, PAGES 24-26 AND 29, K.C.R., OR CALCULATED THEREFROM.

( )R5 RECORD PER FILED MAP 7-2 RECORDED IN BOOK 2, PAGE 402, K.C.R., OR CALCULATED THEREFROM.

( )R6 RECORD PER RECORD OF SURVEY RECORDED IN BOOK 10 OF RECORD OF SURVEYS, PAGE 186, K.C.R., OR CALCULATED THEREFROM.

( )R7 INTENTIONALLY OMITTED.

( )R8 RECORD PER RECORD OF SURVEY RECORDED IN BOOK 22 OF RECORD OF SURVEYS, PAGE 47, K.C.R., OR CALCULATED THEREFROM.

( )R9 RECORD PER CALLOWAY CANAL QUITCLAIM DEED PER DOCUMENT NO. 0205342551, O.R., OR CALCULATED THEREFROM.

( )R10 RECORD PER PARCEL MAP NO. 11314 RECORDED IN BOOK 54 OF PARCEL MAPS, PAGES 149-158, K.C.R., OR CALCULATED THEREFROM

( )R11 RECORD PER DOCUMENT NO. 0207144999, O.R., OR CALCULATED THEREFROM

LEGEND CONTINUED:

( )R12 RECORD PER TRACT NO. 6761 RECORDED IN BOOK 59 OF MAPS, PAGES 42-45, K.C.R., OR CALCULATED THEREFROM.

( )R13 RECORD FOR NORTH KERN WATER STORAGE DISTRICT PARCEL PER DOCUMENT NO. 0210075105, O.R., OR CALCULATED THEREFROM

( )R14 RECORD PER RECORD OF SURVEY NO. 3712 RECORDED IN BOOK 32 OF RECORD OF SURVEYS, PAGE 24, K.C.R., OR CALCULATED THEREFROM.

( )R15 RECORD PER TRACT NO. 7332, PHASE 2 RECORDED IN BOOK 64 OF MAPS, PAGES 67-78, K.C.R., OR CALCULATED THEREFROM.

( )R16 RECORD PER TRACT NO. 7388, PHASE 1, RECORDED IN BOOK 67 OF MAPS, PAGES 30-44, K.C.R., OR CALCULATED THEREFROM.

COR. CORNER

DOC. DOCUMENT

K.C.R. KERN COUNTY RECORDS

O.R. OFFICIAL RECORD

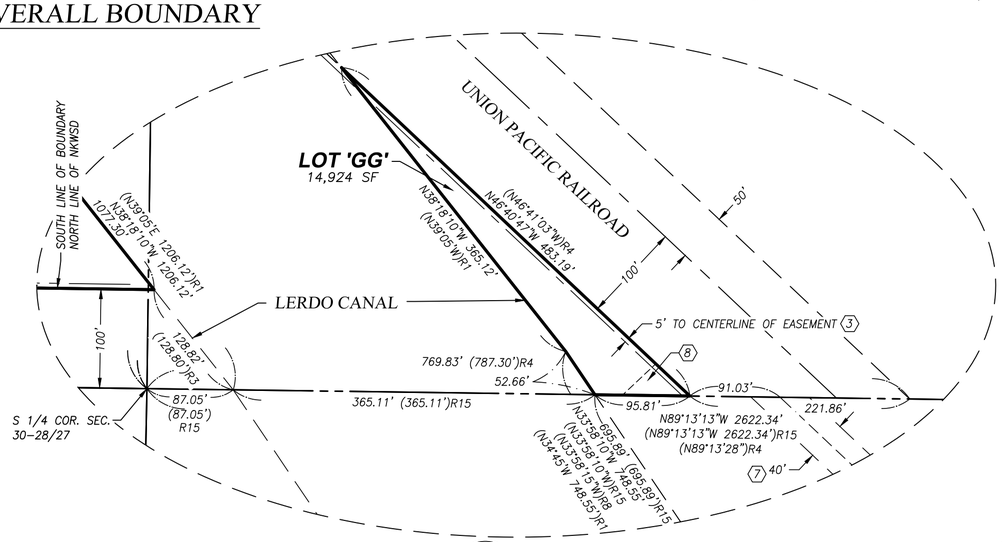
SEC. SECTION

SECTION LINE/MID-SECTION LINE

SUBDIVISION BOUNDARY

(X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS.

(X) OFFSITE EASEMENT, SEE SHEET 1 FOR LIST.



DETAIL 'A'
NOT TO SCALE

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/01/2026 DATE

BY:

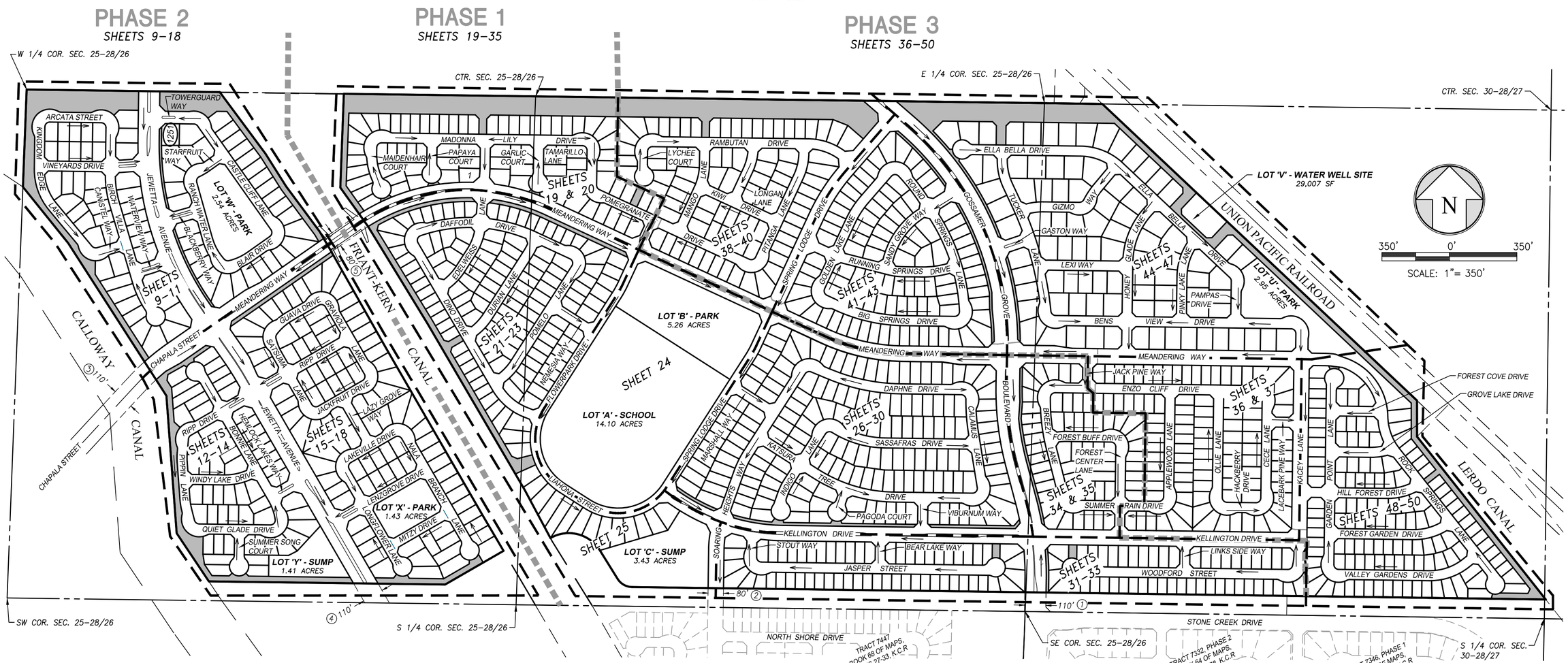
QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 7 OF 50

L:\PROJECTS\2022\220140\ACAD\TENTATIVE MAP\220140-TTM 7422 OVERALL.DWG 3/4/2026 11:53 AM

TENTATIVE TRACT NO. 7422 - PHASED

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LOT & STREET OVERVIEW

LEGEND:

COR.	CORNER
CTR.	CENTER
K.C.R.	KERN COUNTY RECORDS
SEC.	SECTION
	AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
→	PROPOSED DIRECTION OF STREET FLOW
	PROPOSED PHASE LINE
	SECTION LINE/MID–SECTION LINE
	SHEET DIVISION
	SUBDIVISION BOUNDARY
(XXX)	TOTAL BUILDABLE LOTS
(X)	OFFSITE EASEMENT, SEE SHEET 1 FOR LIST

PHASE 1 SITE DATA:

LOT SIZES:	
PA–3 LDR	4,000–7,000 S.F. MINIMUM PER THE GOSSAMER GROVE SPECIFIC PLAN
NUMBER OF LOTS	549
NUMBER OF BUILDABLE LOTS (LDR)	531
NUMBER OF LANDSCAPE LOTS	15
NUMBER OF SUMPS	1
NUMBER OF SCHOOLS	1
NUMBER OF PARKS	1
NUMBER OF NON–BUILDABLE LOTS	0
AREAS GROSS	142.41 ACRES GROSS
AREAS NET	79.93 ACRES NET
NET DENSITY:	
PA–3 LDR: 531 LOTS	4–7.5 DU/AC PER THE GOSSAMER GROVE SPECIFIC PLAN
79.93 ACRES NET	
6.6 DU/AC	

PHASE 2 SITE DATA:

LOT SIZES:	
PA–3 LDR	4,000–7,000 S.F. MINIMUM PER THE GOSSAMER GROVE SPECIFIC PLAN
NUMBER OF LOTS	237
NUMBER OF BUILDABLE LOTS (LDR)	227
NUMBER OF LANDSCAPE LOTS	7
NUMBER OF SUMPS	1
NUMBER OF SCHOOLS	0
NUMBER OF PARKS	2
NUMBER OF NON–BUILDABLE LOTS	0
AREAS GROSS	79.41 ACRES GROSS
AREAS NET	47.23 ACRES NET
NET DENSITY:	
PA–3 LDR: 227 LOTS	4–7.5 DU/AC PER THE GOSSAMER GROVE SPECIFIC PLAN
47.23 ACRES NET	
4.8 DU/AC	

PHASE 3 SITE DATA:

LOT SIZES:	
PA–3 ESTATE	8,000–10,000 S.F. MINIMUM PER THE GOSSAMER GROVE SPECIFIC PLAN
PA–3 LDR	4,000–7,000 S.F. MINIMUM PER THE GOSSAMER GROVE SPECIFIC PLAN
NUMBER OF LOTS	503
NUMBER OF BUILDABLE LOTS	493
ESTATE = 90	
LDR = 403	
NUMBER OF LANDSCAPE LOTS	7
NUMBER OF SUMPS	0
NUMBER OF SCHOOLS	0
NUMBER OF PARKS	1
NUMBER OF NON–BUILDABLE LOTS	2
AREAS GROSS	130.15 ACRES GROSS
AREAS NET	85.10 ACRES NET
NET DENSITY:	
PA–3 ESTATE: 90 LOTS	2.4–4 DU/AC PER THE GOSSAMER GROVE SPECIFIC PLAN
27.05 ACRES NET	
3.3 DU/AC	
PA–3 LDR: 403 LOTS	4–7.5 DU/AC PER THE GOSSAMER GROVE SPECIFIC PLAN
58.05 ACRES NET	
6.9 DU/AC	

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

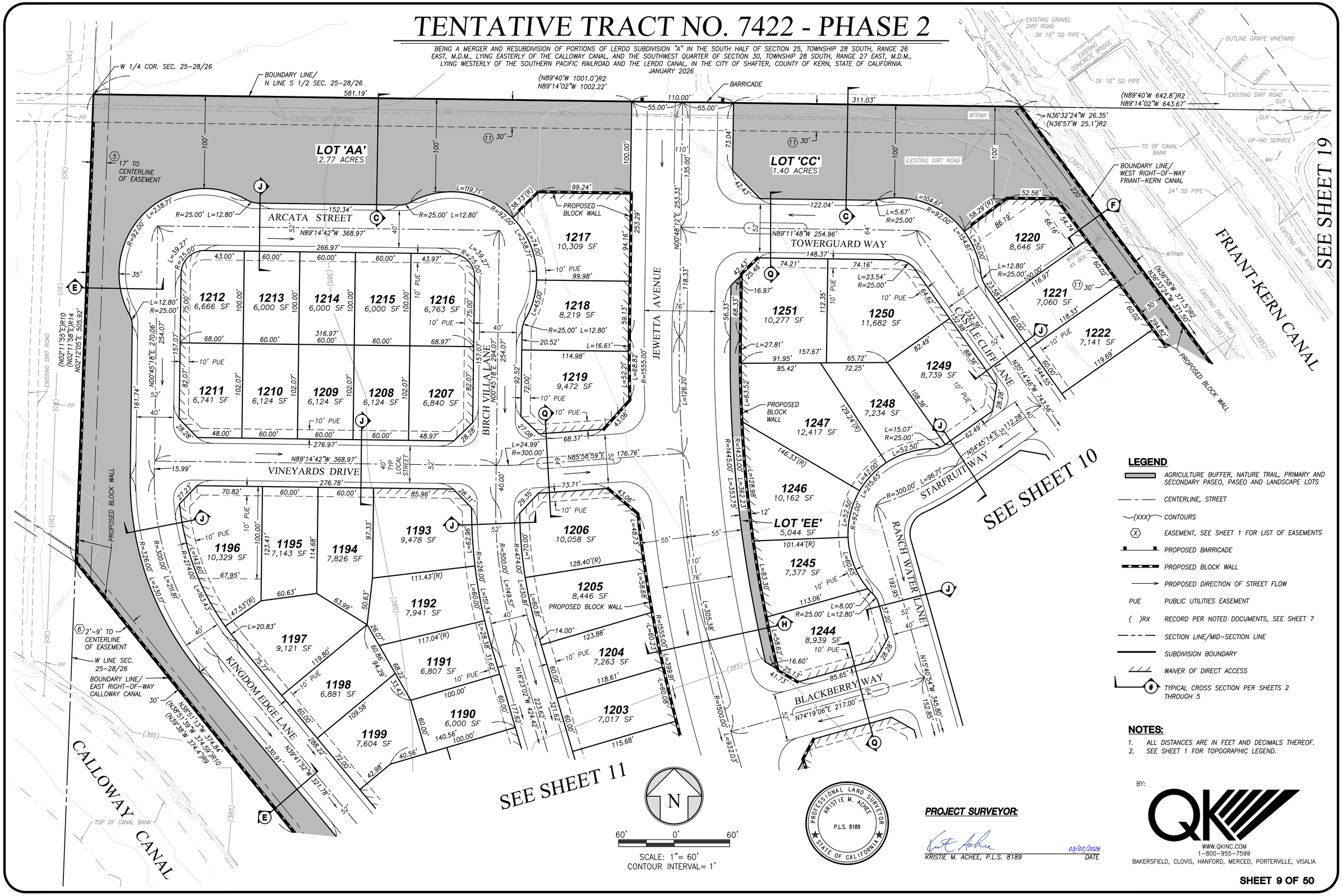
BY:

WWW.QKINC.COM
1–800–955–7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 8 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 2

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BARRICADE
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SECTION LINE/MID-SECTION LINE
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

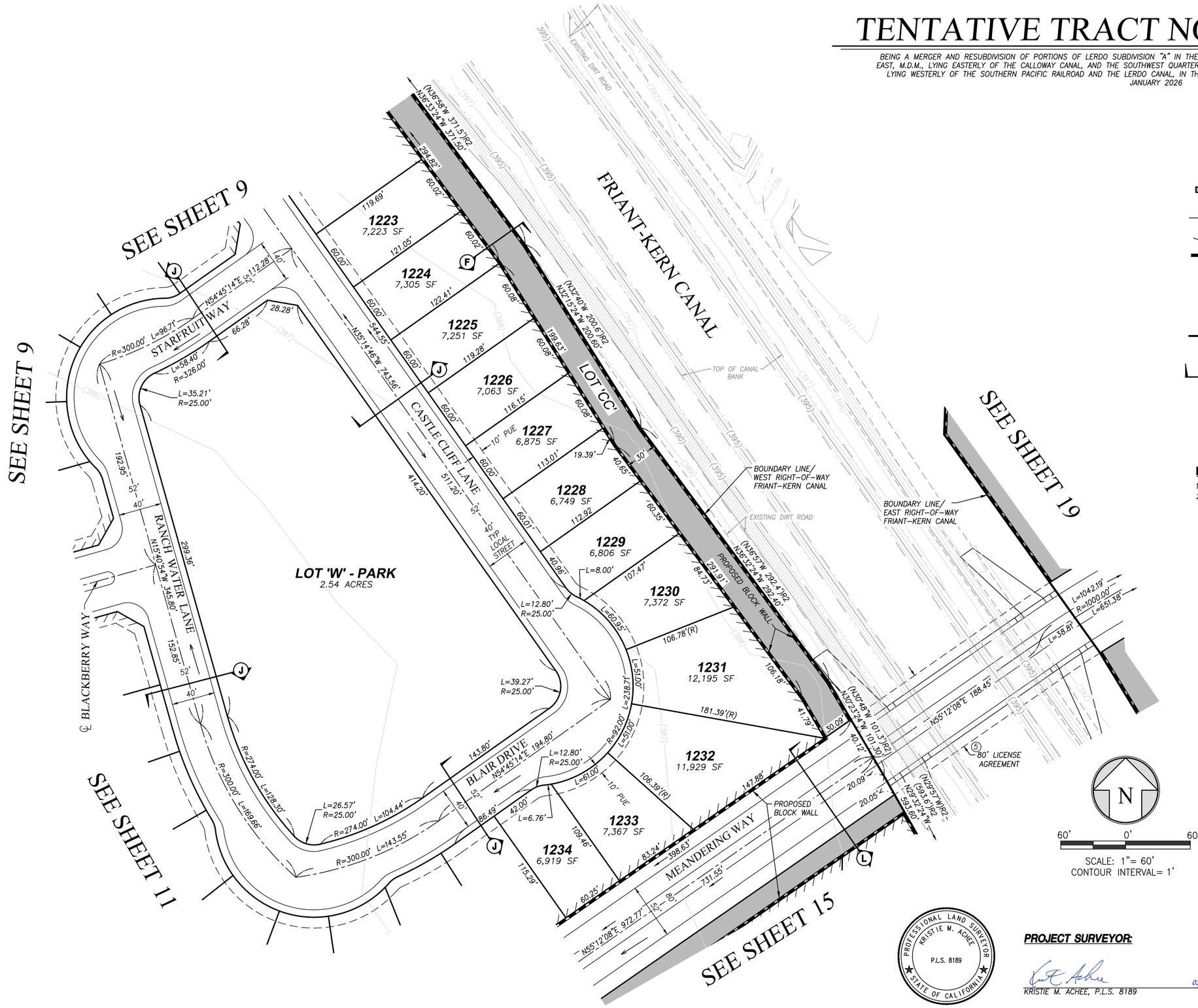
BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 9 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 2

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5
- (X) OFFSITE EASEMENT, SEE SHEET 1 FOR LIST.

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — DATE 03/07/2026

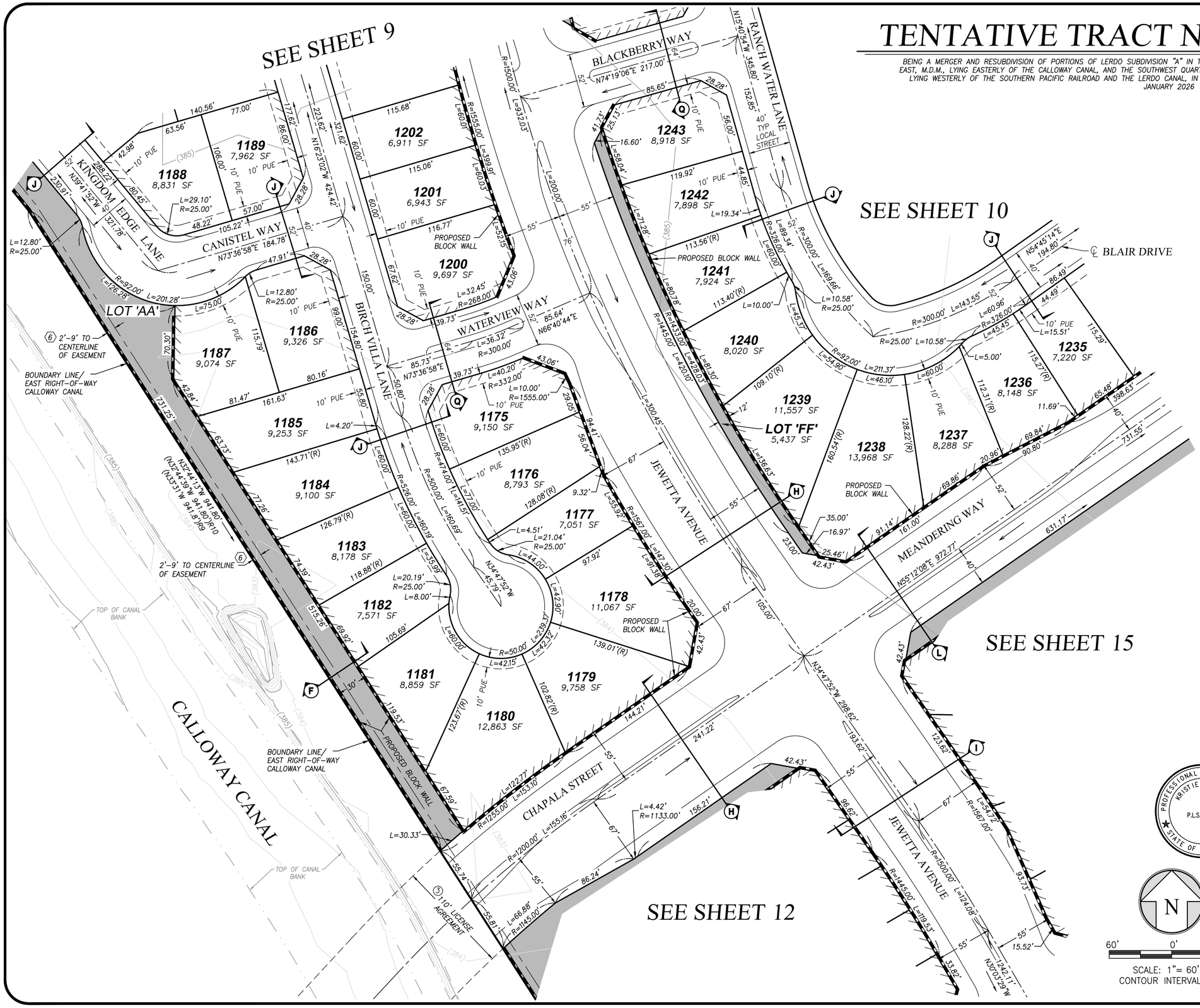
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 10 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 2

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5
- (X) OFFSITE EASEMENT, SEE SHEET 1 FOR LIST.

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

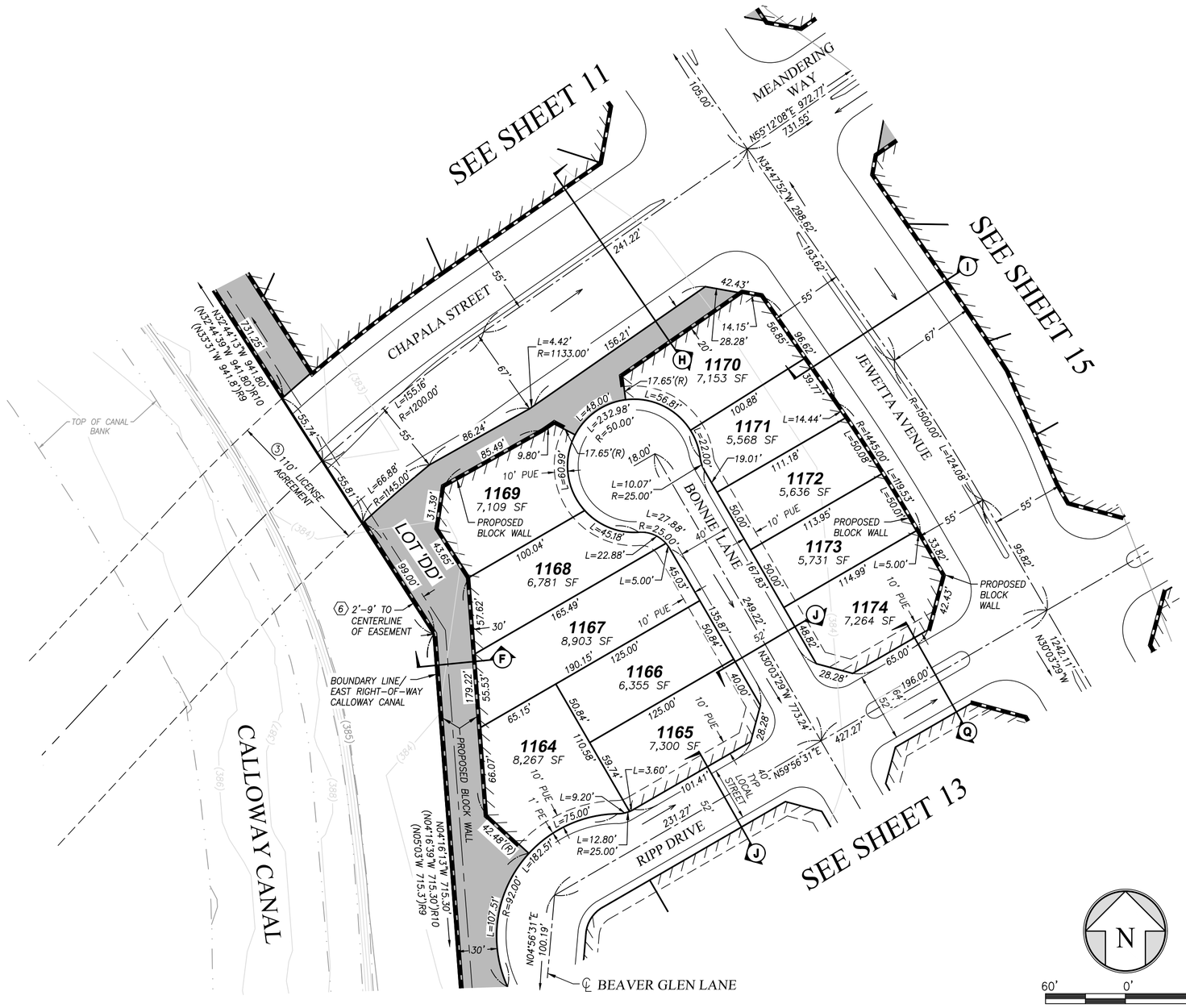
BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 11 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 2

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5
- (X) OFFSITE EASEMENT, SEE SHEET 1 FOR LIST.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 12 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 2

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

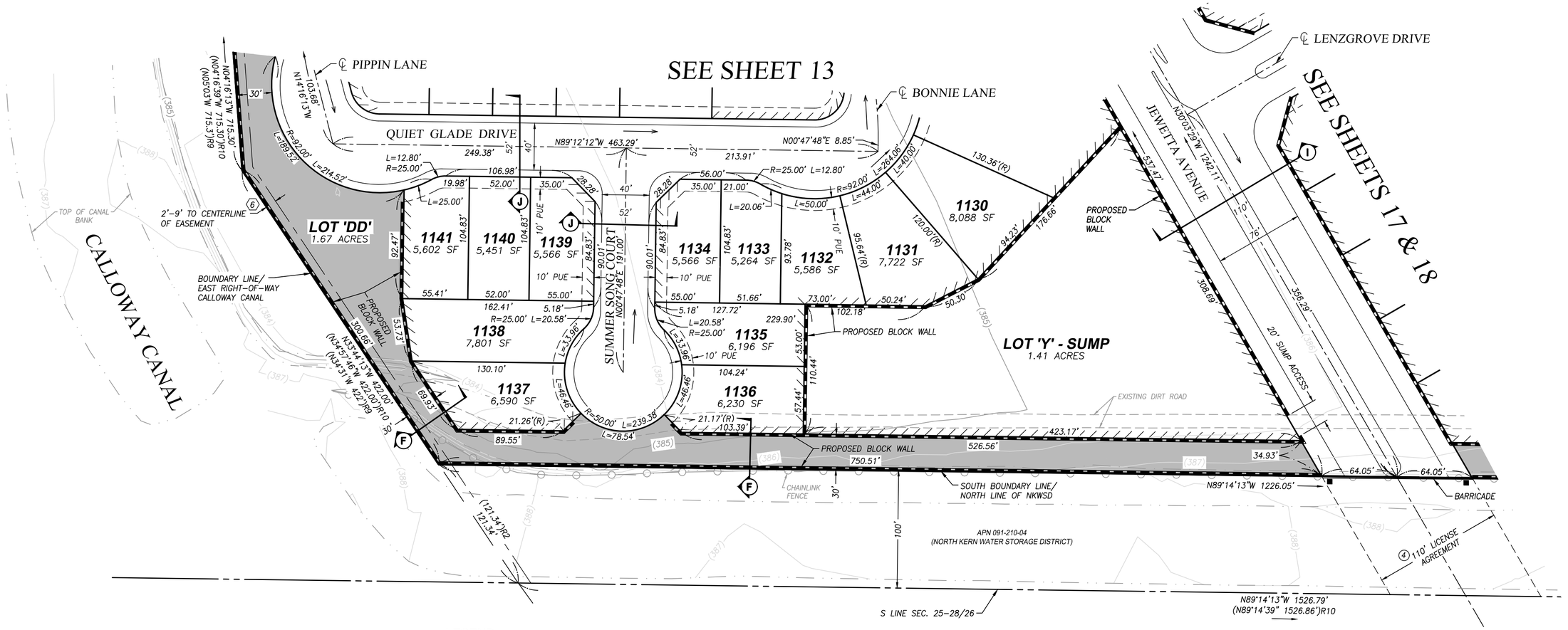
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SEE SHEET 14

TENTATIVE TRACT NO. 7422 - PHASE 2

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BARRICADE
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SECTION LINE/MID-SECTION LINE
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5
- (X) OFFSITE EASEMENT, SEE SHEET 1 FOR LIST.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

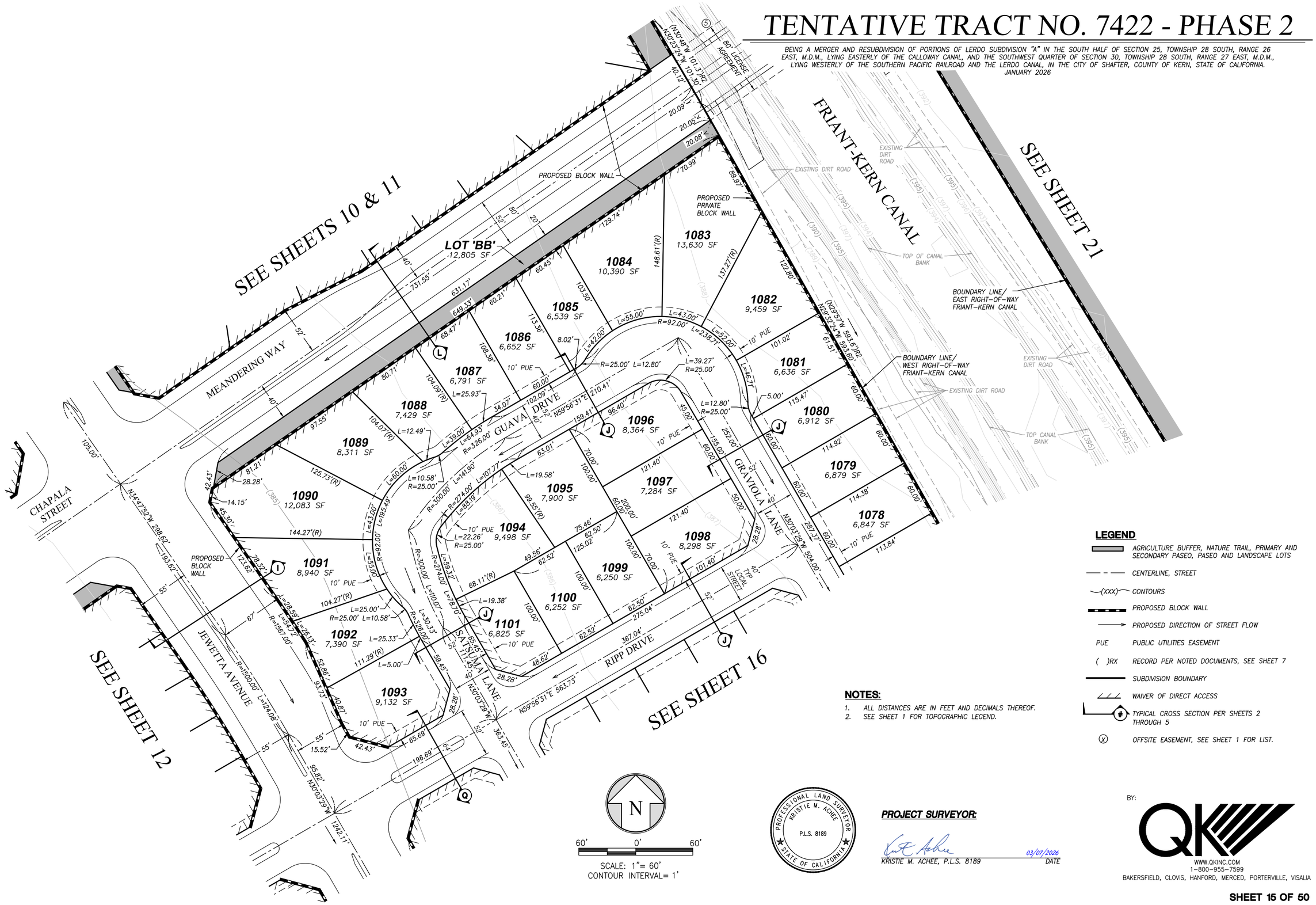
BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 14 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 2

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5
- (X) OFFSITE EASEMENT, SEE SHEET 1 FOR LIST.

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 15 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 2

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 16 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 2

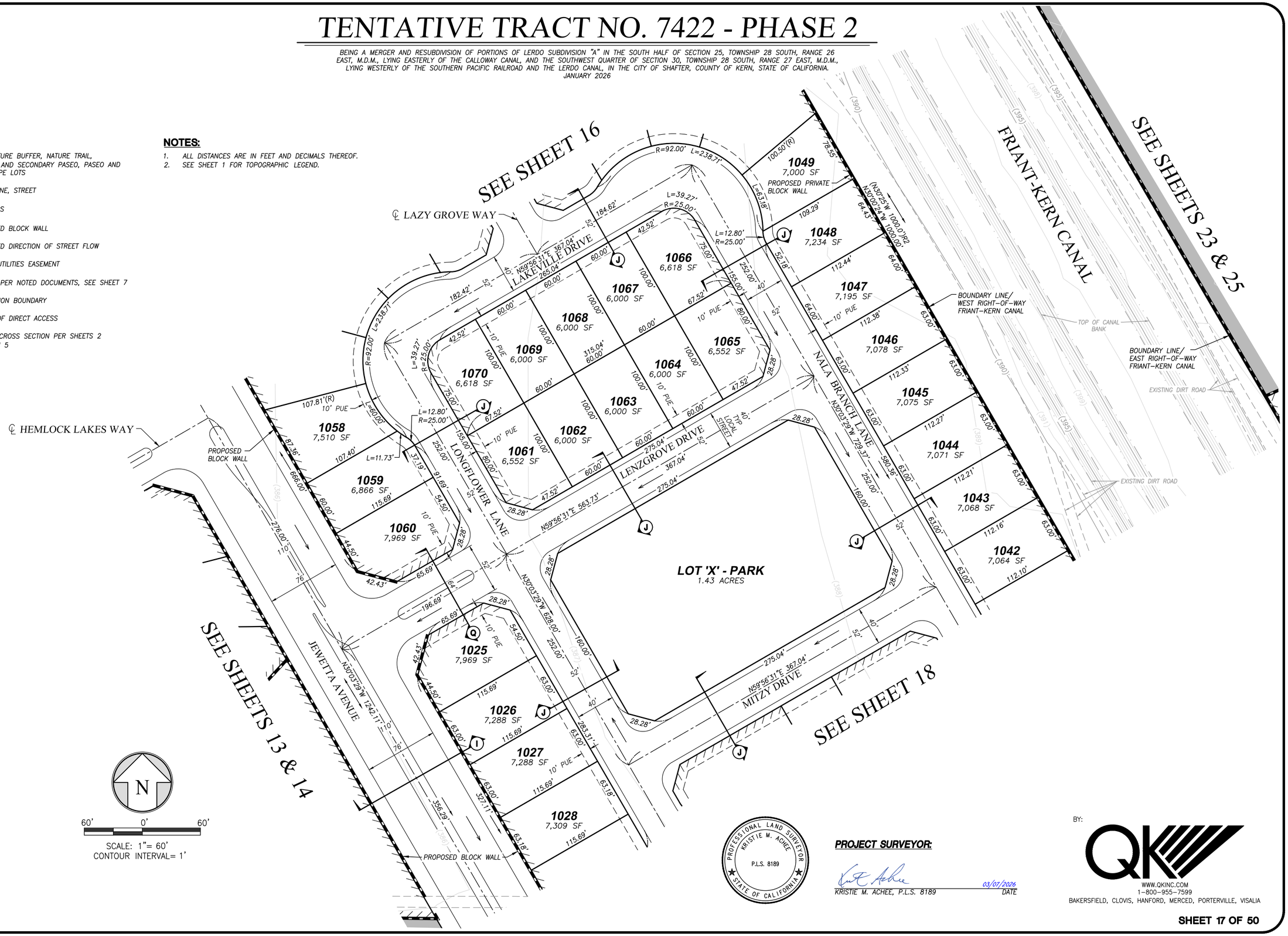
BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.



N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 17 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 2

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BARRICADE
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SECTION LINE/MID-SECTION LINE
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5
- (X) OFFSITE EASEMENT, SEE SHEET 1 FOR LIST.

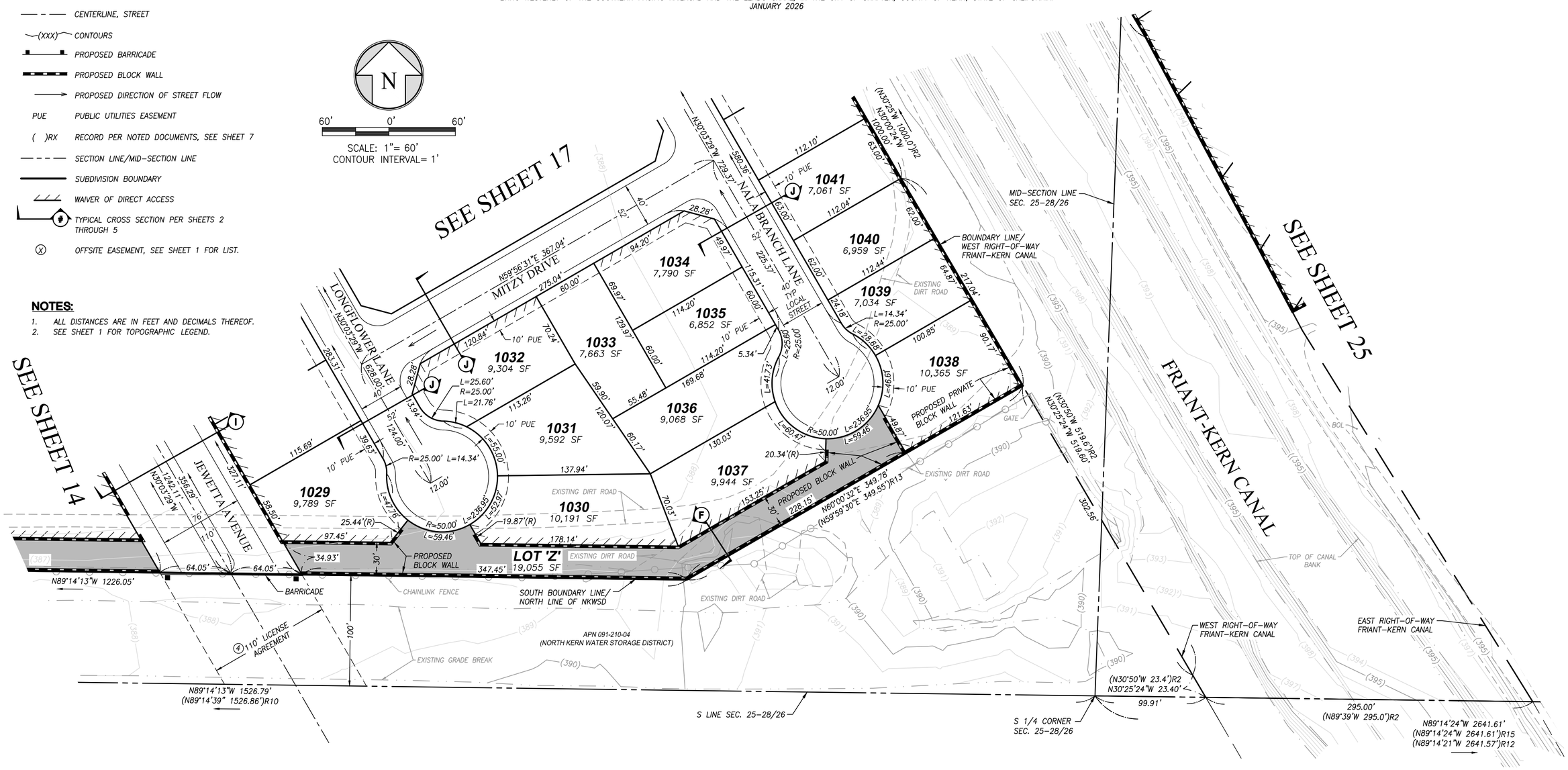
NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'



PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 18 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5
- (X) OFFSITE EASEMENT, SEE SHEET 1 FOR LIST.

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

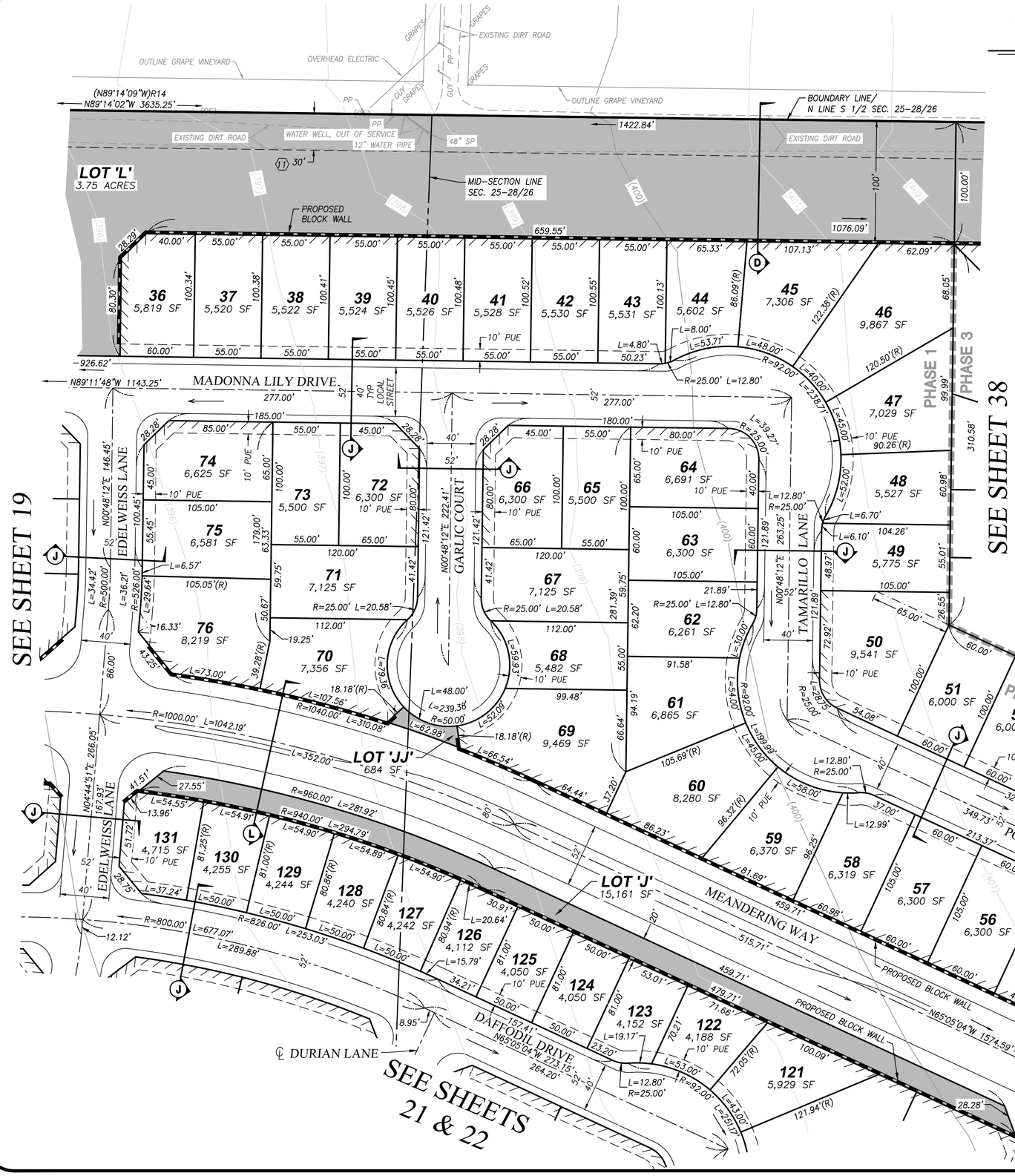
BY:

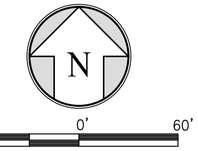
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 19 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026





SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED PHASE LINE
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SECTION LINE/MID-SECTION LINE
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

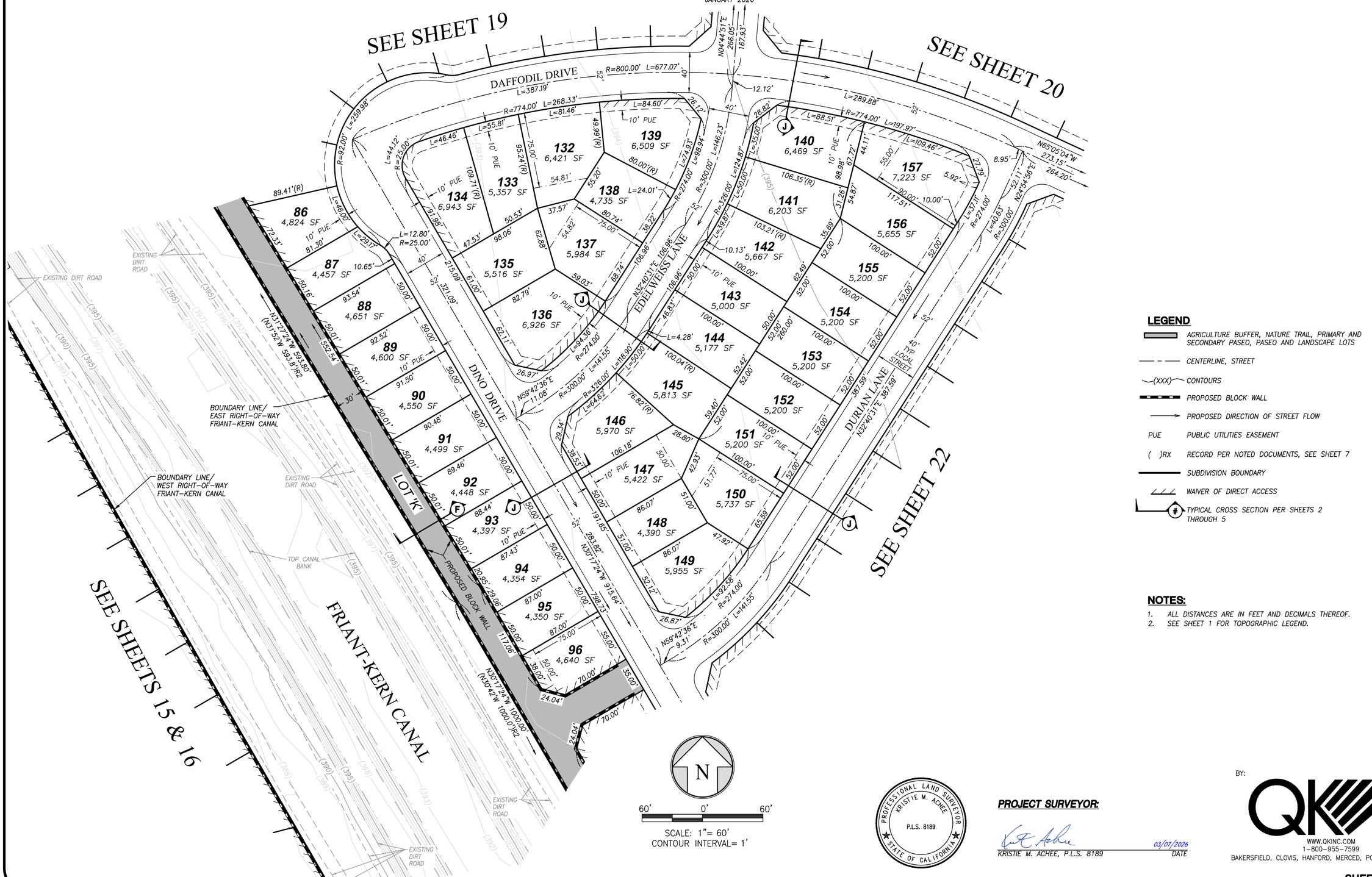
BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 20 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 21 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

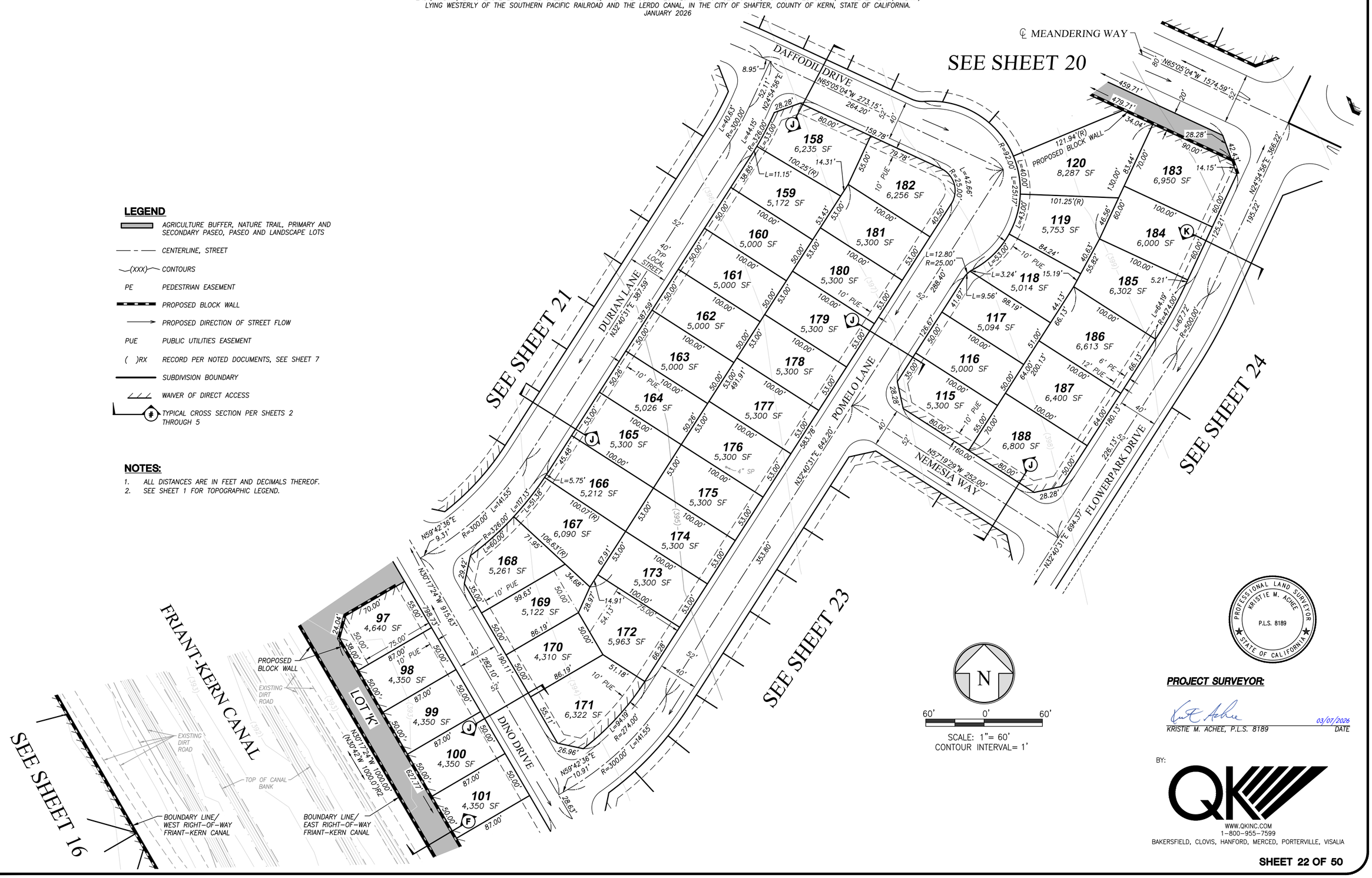
BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PE PEDESTRIAN EASEMENT
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.



PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

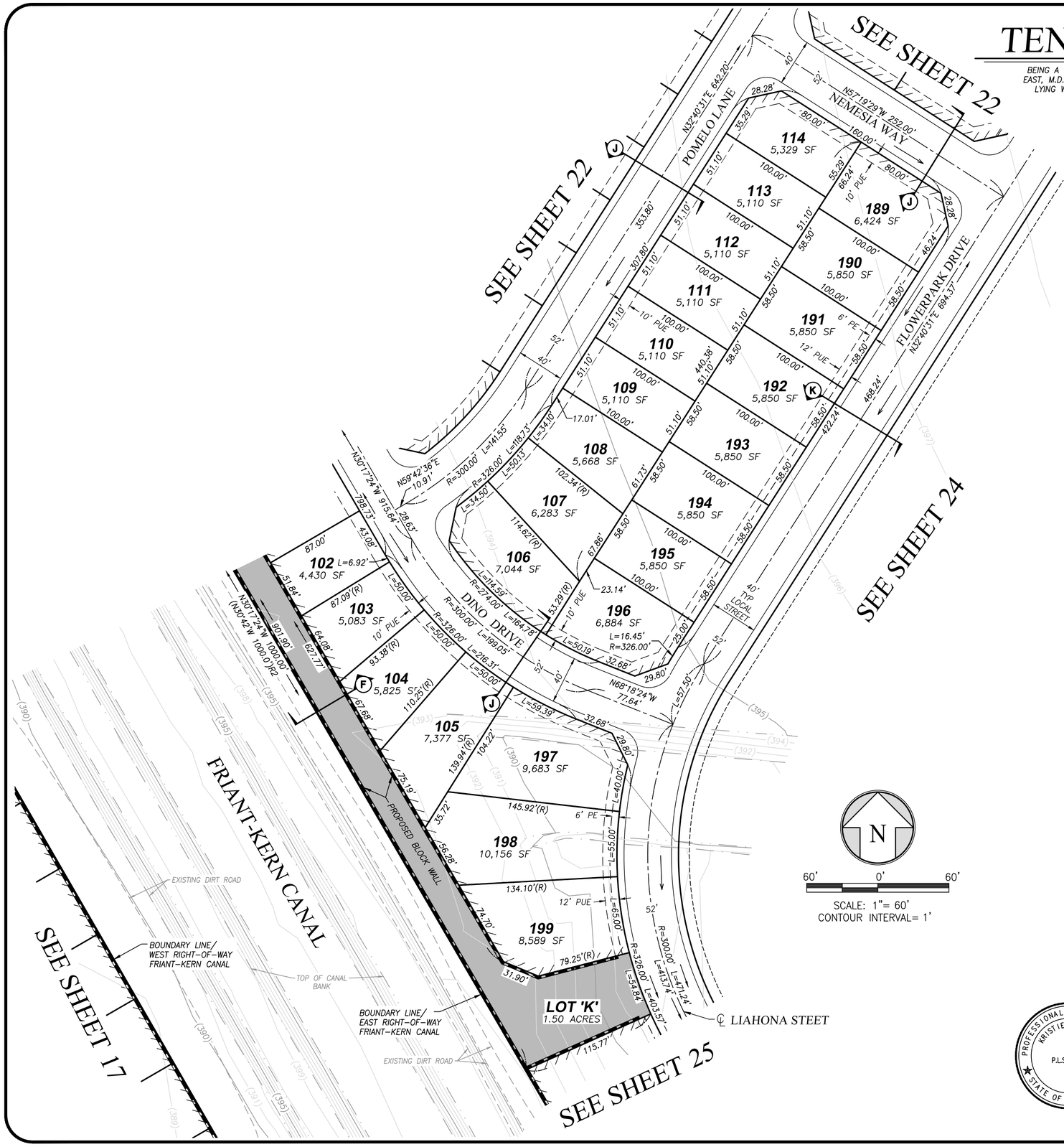
BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 22 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PE PEDESTRIAN EASEMENT
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- # TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

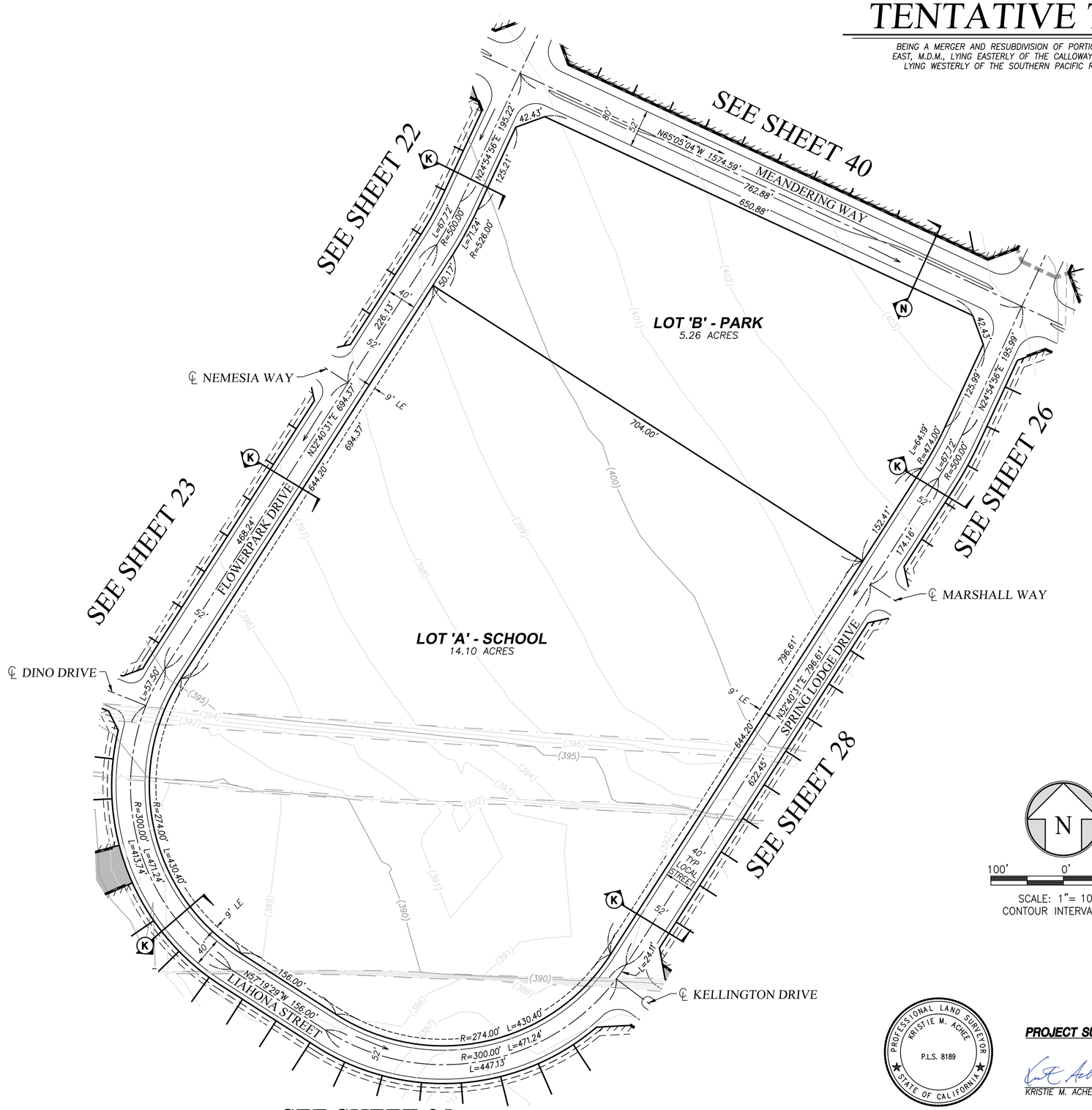
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 23 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- LE LANDSCAPE EASEMENT
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

100' 0' 100'

SCALE: 1"= 100'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 24 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

SEE SHEET 23

SEE SHEET 24

SEE SHEET 28

SEE SHEET 18

SEE SHEET 31

LIAHONA STREET

℄ SPRING LODGE DRIVE

KELLINGTON DRIVE

SOARING HEIGHTS WAY

FRIANT-KERN CANAL

200 8,029 SF
201 7,851 SF
202 9,603 SF
203 10,636 SF
204 11,569 SF
205 10,428 SF
206 9,197 SF
207 9,065 SF
208 11,262 SF
209 9,439 SF
210 8,139 SF
211 7,889 SF
212 8,630 SF
213 10,529 SF

LOT 'C' - SUMP
3.43 ACRES

BOUNDARY LINE/ EAST RIGHT-OF-WAY FRIANT-KERN CANAL

BOUNDARY LINE/ WEST RIGHT-OF-WAY FRIANT-KERN CANAL

TOP OF CANAL BANK

EXISTING DIRT ROAD

MID-SECTION LINE SEC. 25-28/26

PROPOSED PRIVATE BLOCK WALL

PROPOSED BLOCK WALL

10' PUE

6' PE

12' PUE

16' SUMP ACCESS

BOL STA 14+62 5 EAST

BOL

WV

GATE

WEST RIGHT-OF-WAY FRIANT-KERN CANAL

EAST RIGHT-OF-WAY FRIANT-KERN CANAL

SOUTH LINE OF BOUNDARY
NORTH LINE OF NKWSD

APN 091-210-03
(NORTH KERN WATER STORAGE DISTRICT)

80' LICENSE AGREEMENT

S 1/4 CORNER SEC. 25-28/26

S LINE SEC. 25-28/26

TRACT 7447
BOOK 68 OF MAPS,
PAGES 27-33, K.C.R

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PE PEDESTRIAN EASEMENT
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SECTION LINE/MID-SECTION LINE
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- # TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5
- (X) OFFSITE EASEMENT, SEE SHEET 1 FOR LIST

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

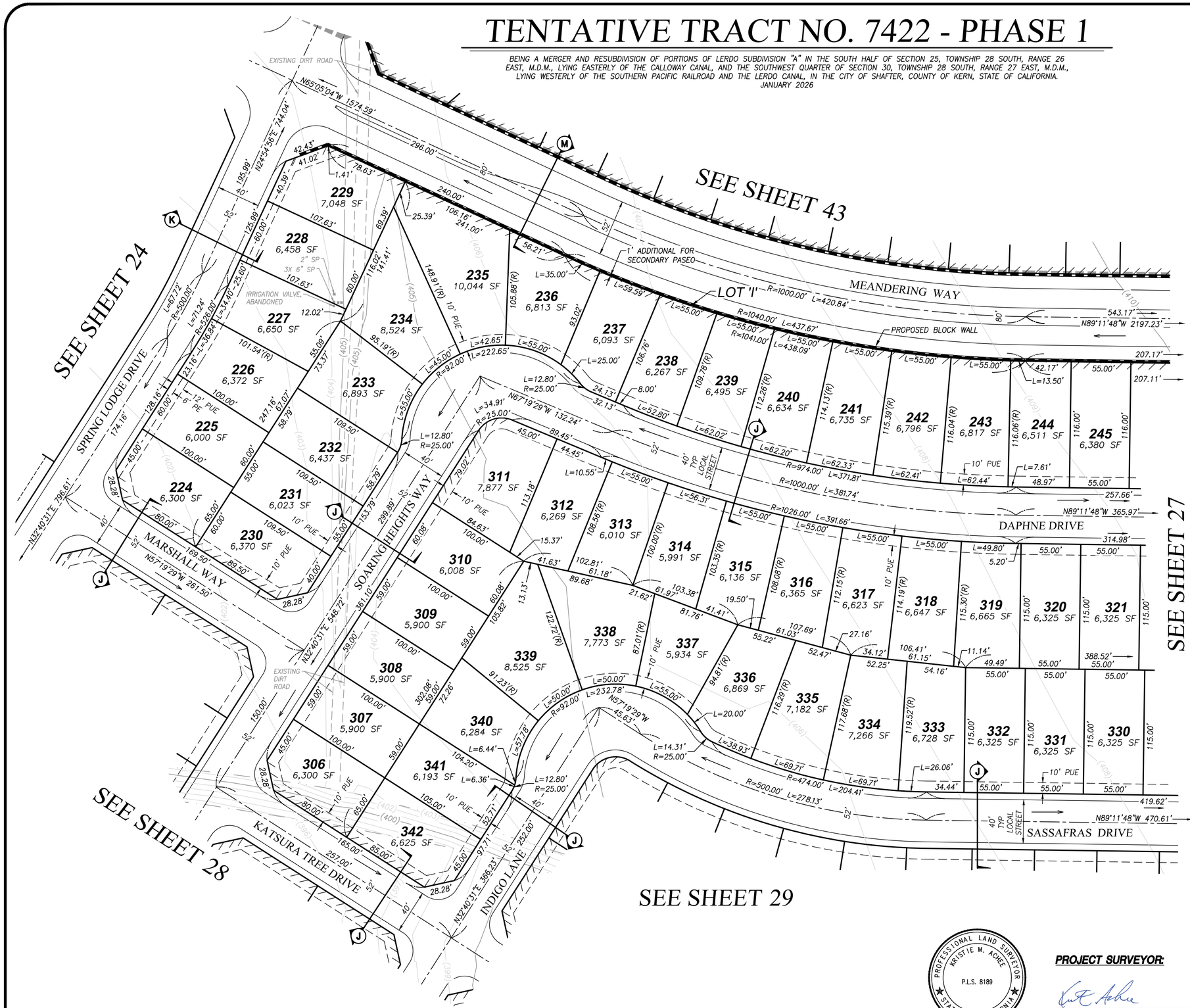
BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 25 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PE PEDESTRIAN EASEMENT
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

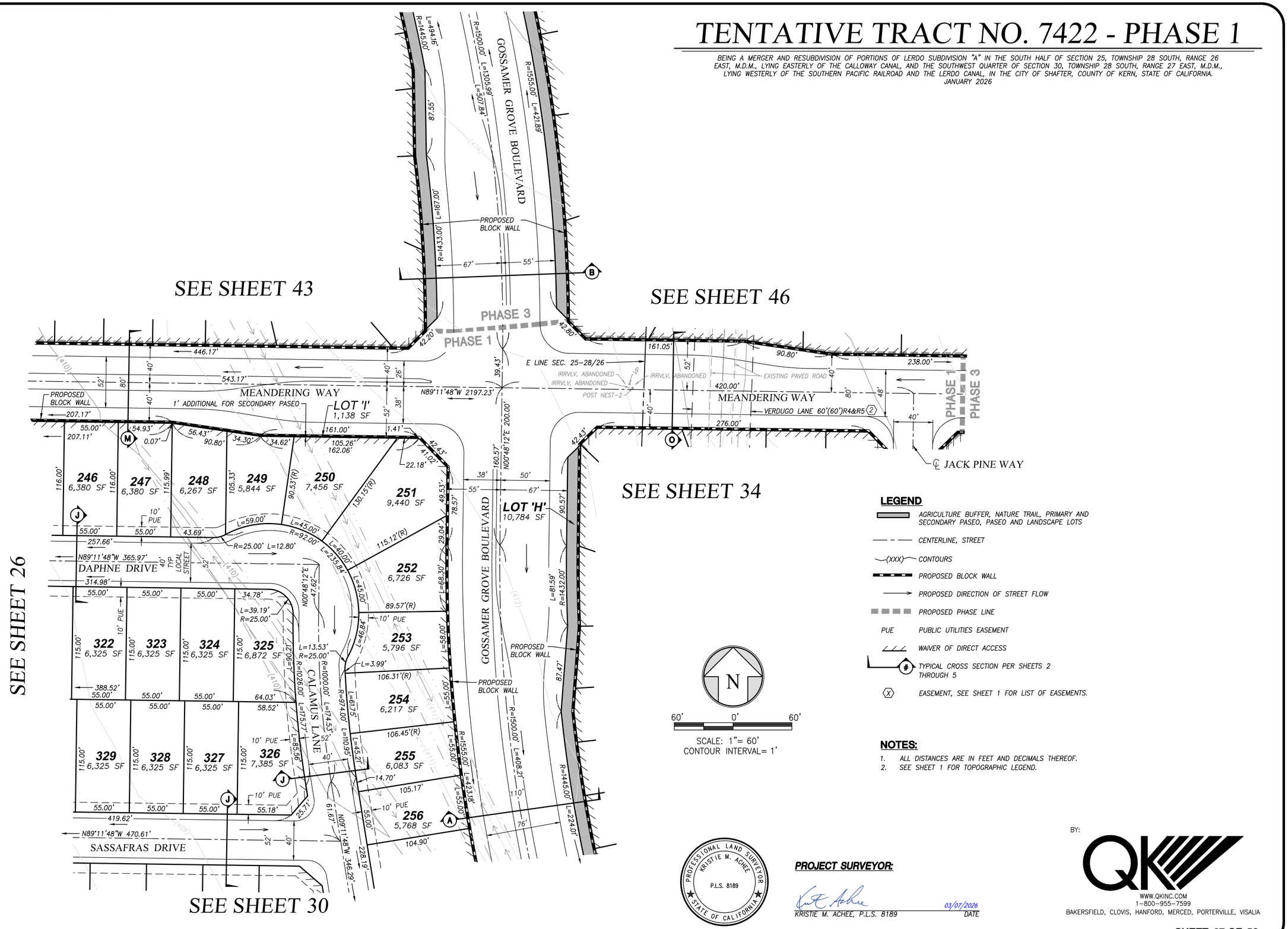
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 26 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED PHASE LINE
- PUE PUBLIC UTILITIES EASEMENT
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS.

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PE PEDESTRIAN EASEMENT
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

BY: KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 28 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

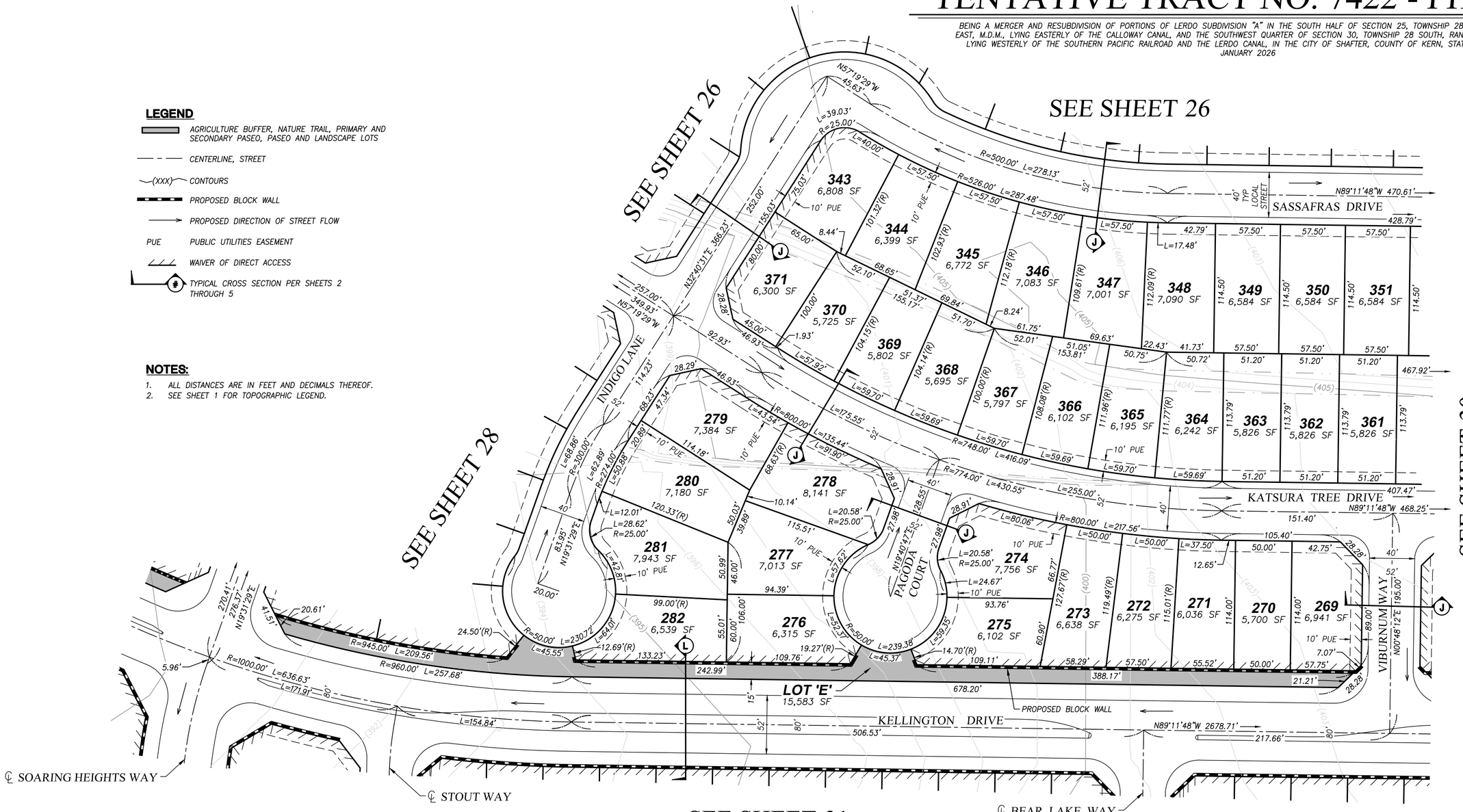
BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.



SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

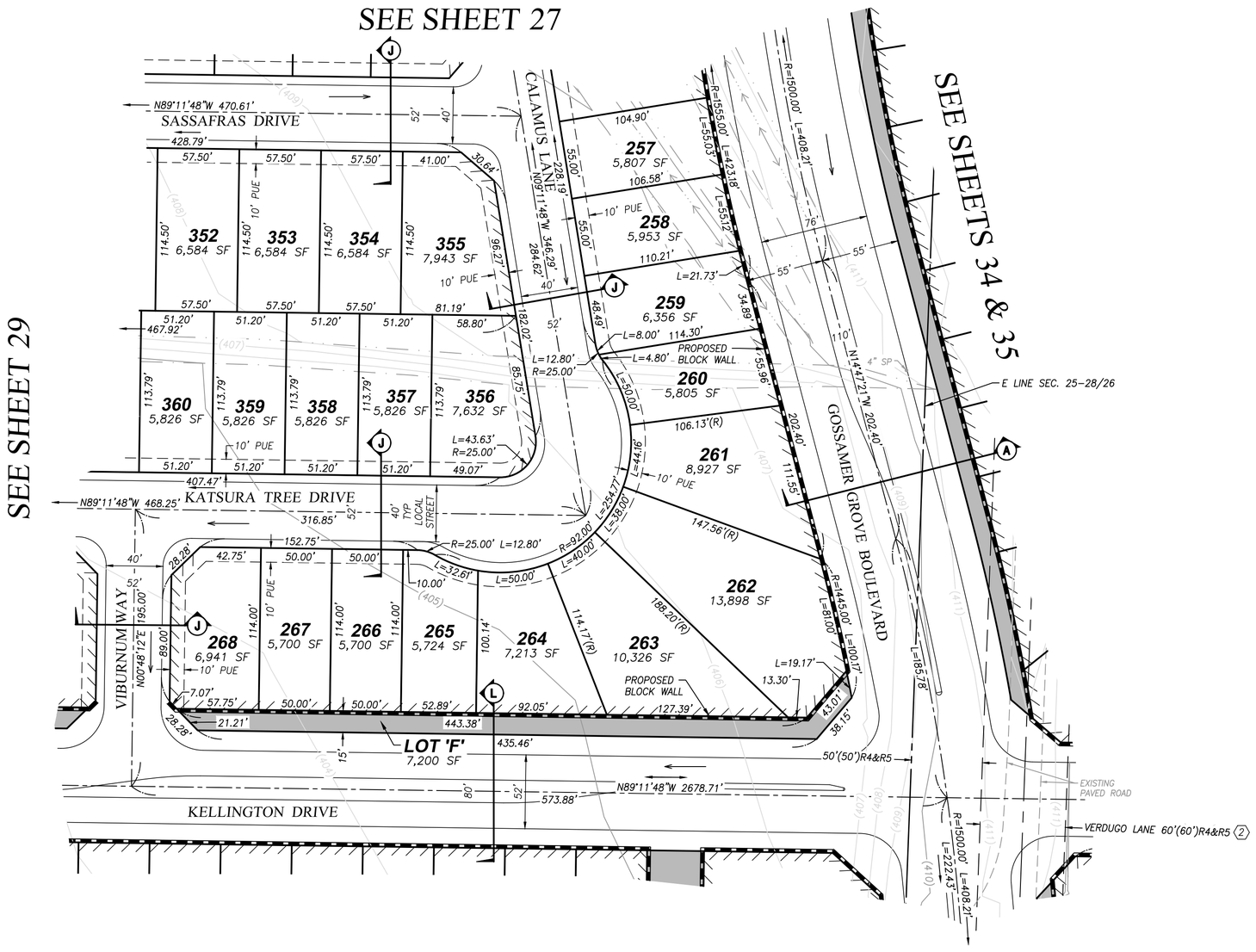
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 29 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SECTION LINE/MID-SECTION LINE
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

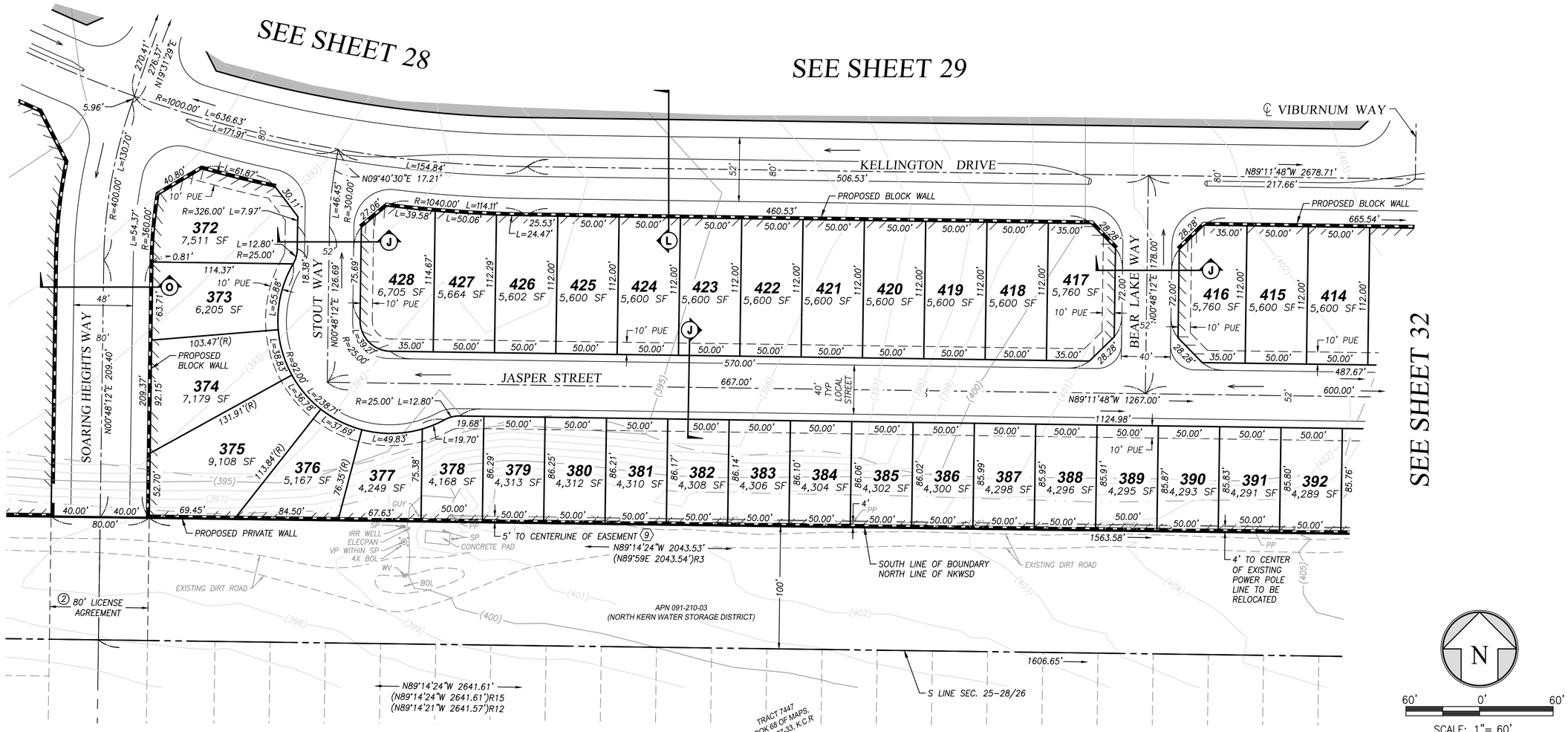
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 30 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5
- (X) OFFSITE EASEMENT, SEE SHEET 1 FOR LIST

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

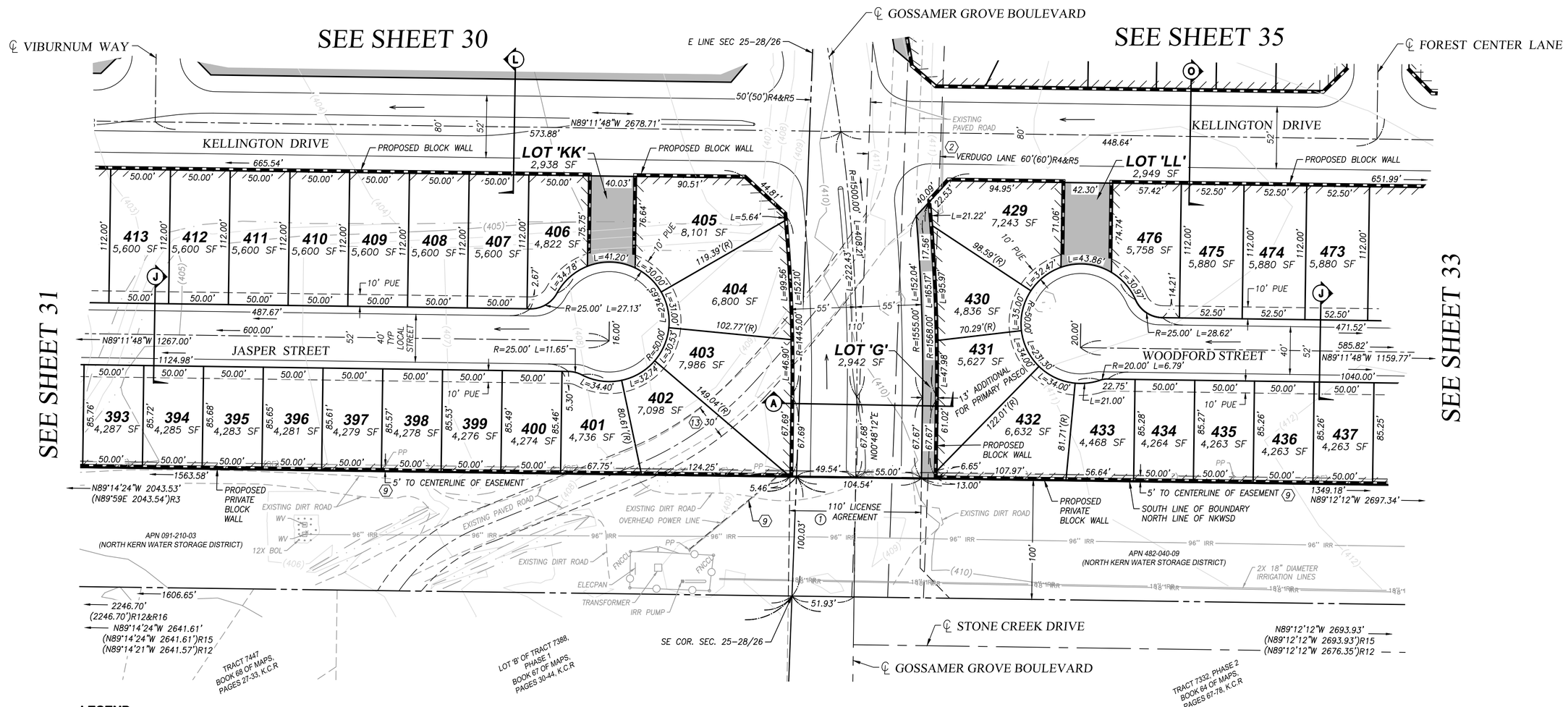
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 31 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SECTION LINE/MID-SECTION LINE
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5
- (X) OFFSITE EASEMENT, SEE SHEET 1 FOR LIST

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

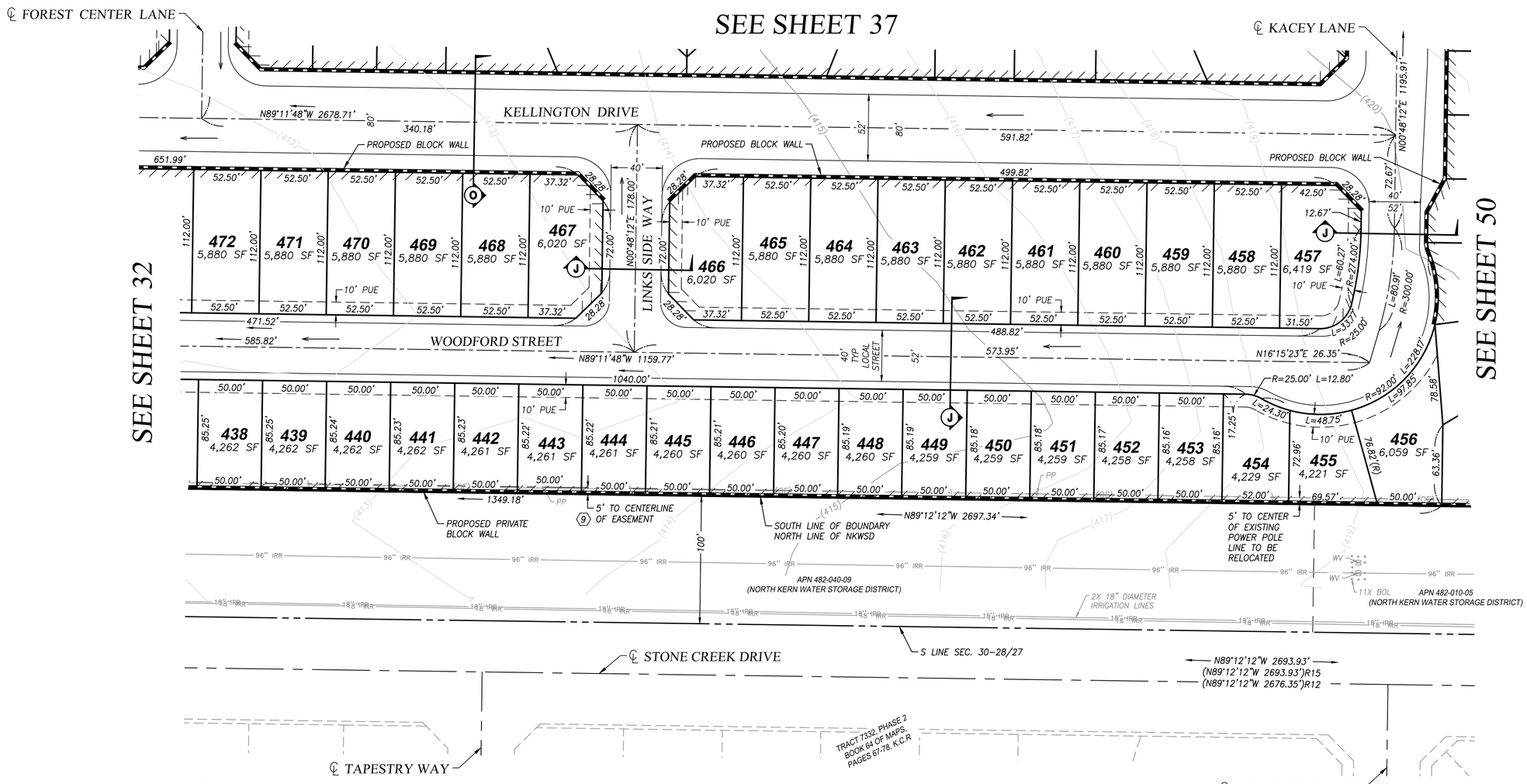
KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

WWW.QKINC.COM
1-800-755-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SECTION LINE/MID-SECTION LINE
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

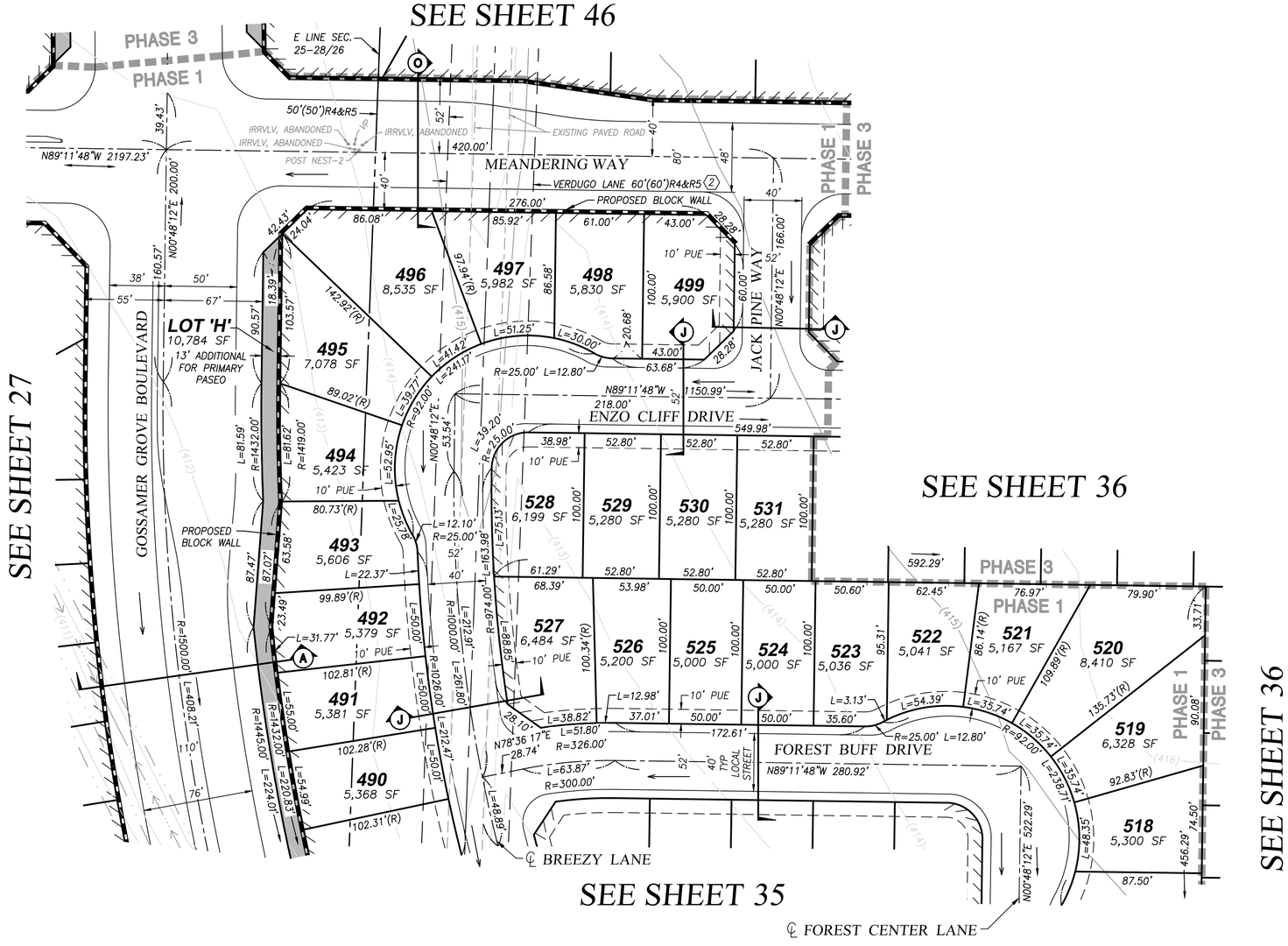
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 33 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED PHASE LINE
- PUE PUBLIC UTILITIES EASEMENT
- SECTION LINE/MID-SECTION LINE
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 34 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 1

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED PHASE LINE
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SECTION LINE/MID-SECTION LINE
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 *03/07/2026 DATE*

BY:

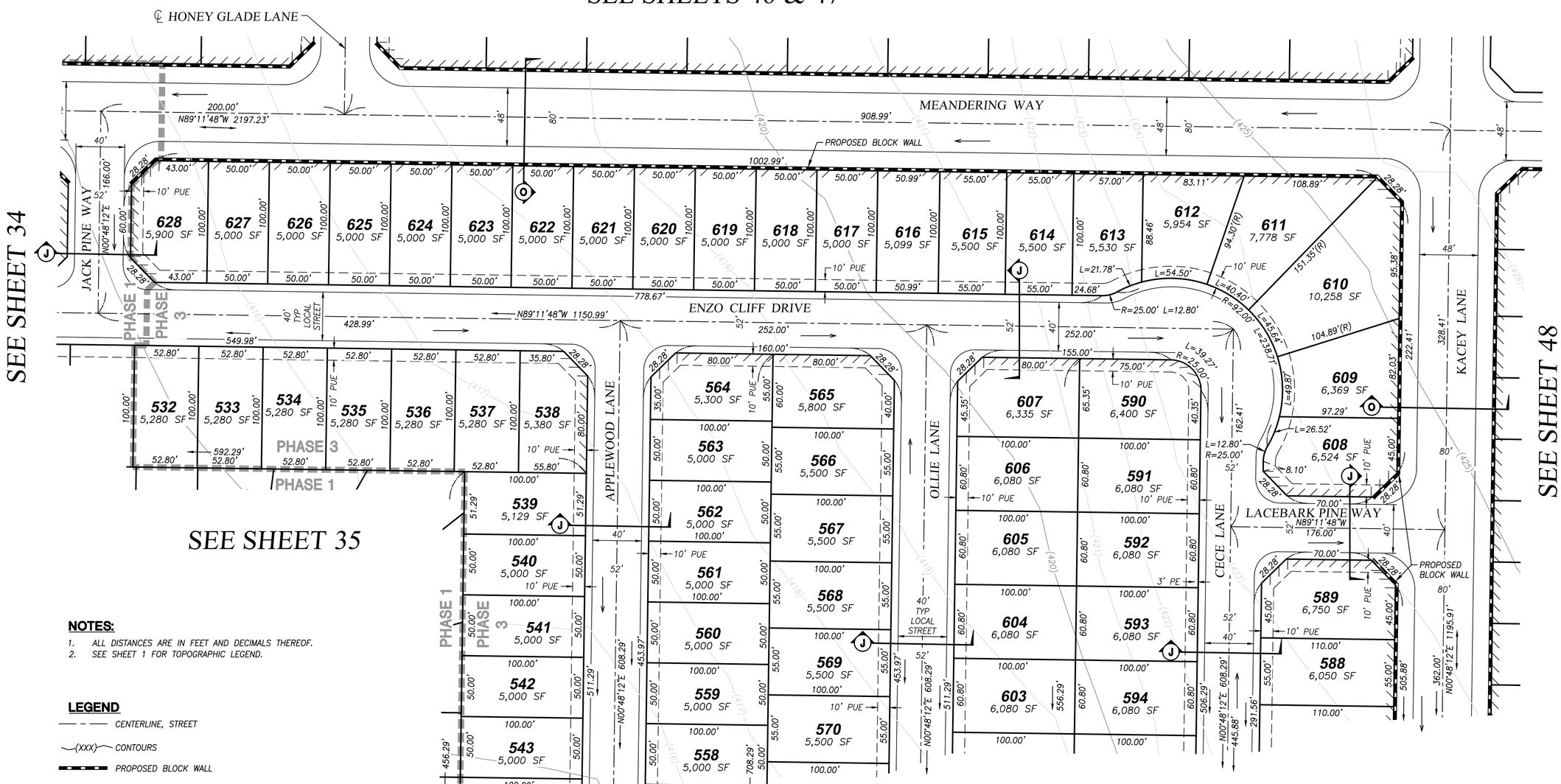
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 35 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

SEE SHEETS 46 & 47



SEE SHEET 34

SEE SHEET 48

SEE SHEET 35

SEE SHEET 37

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

LEGEND

- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED PHASE LINE
- PUE PUBLIC UTILITIES EASEMENT
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

TENTATIVE TRACT NO. 7422 - PHASE 3

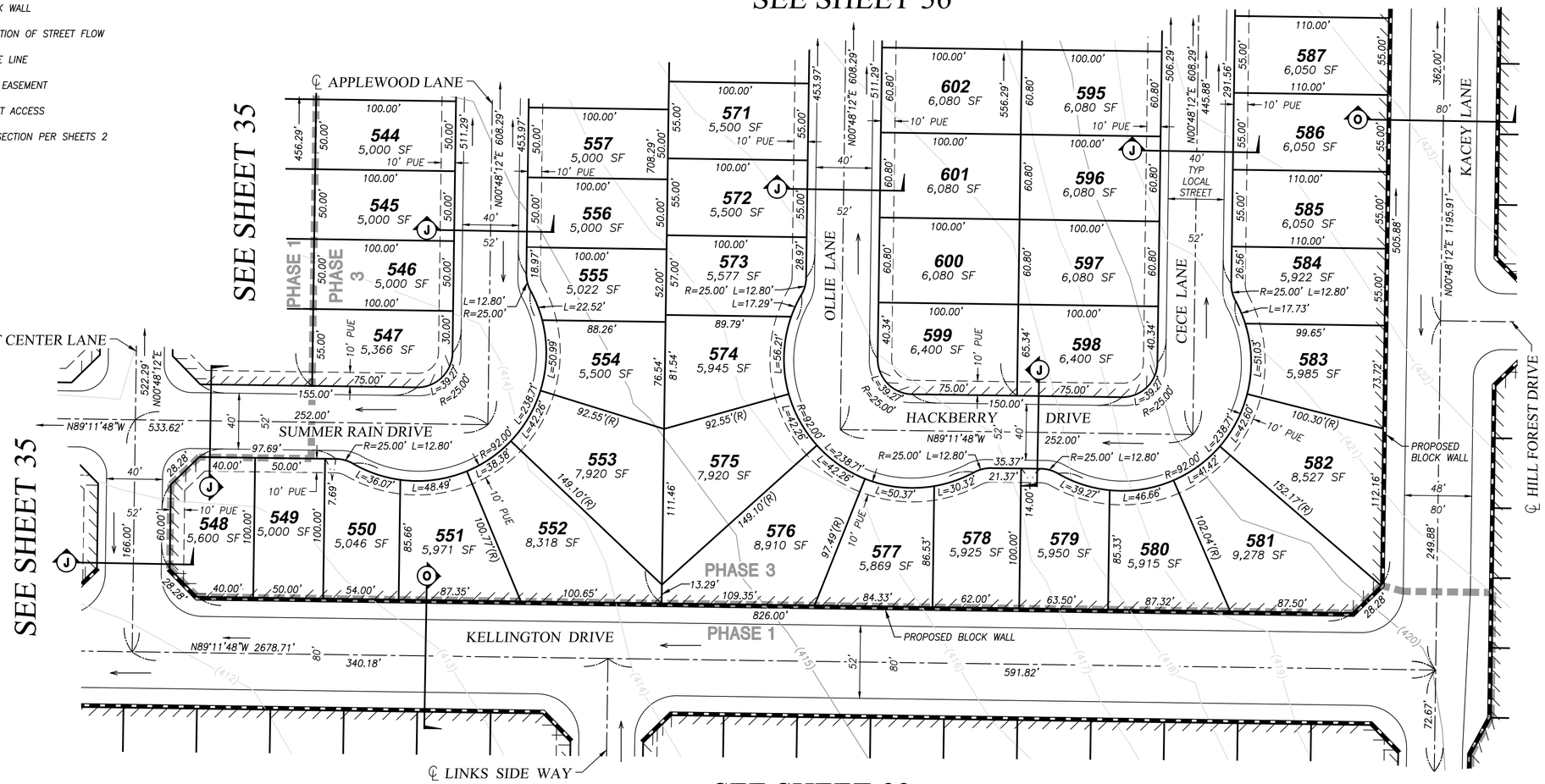
BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

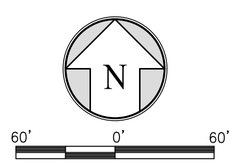
NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

LEGEND

- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED PHASE LINE
- PUE PUBLIC UTILITIES EASEMENT
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5





SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

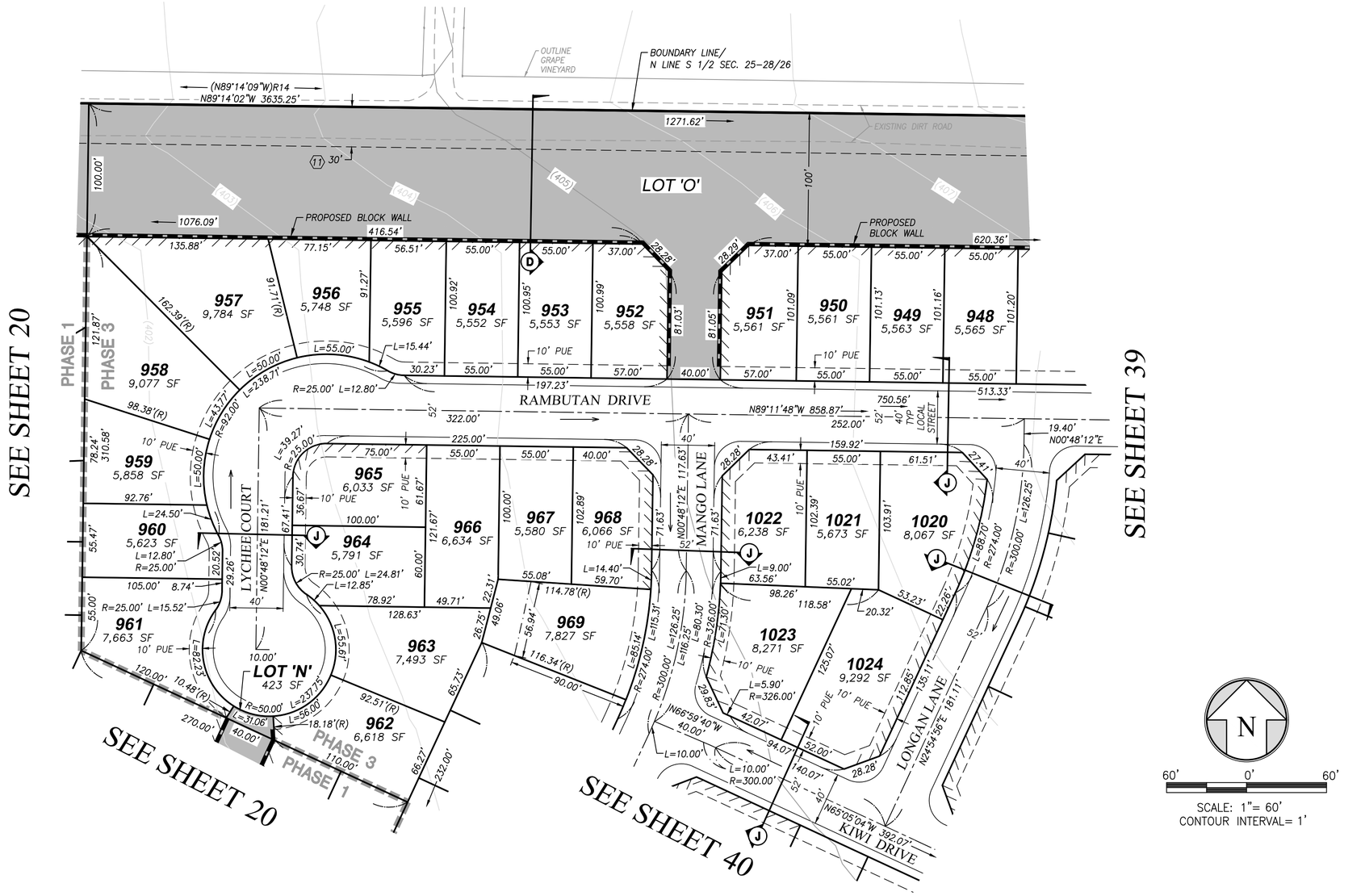
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 37 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED PHASE LINE
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — DATE 03/07/2026

BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 38 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



SEE SHEET 38

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BARRICADE
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

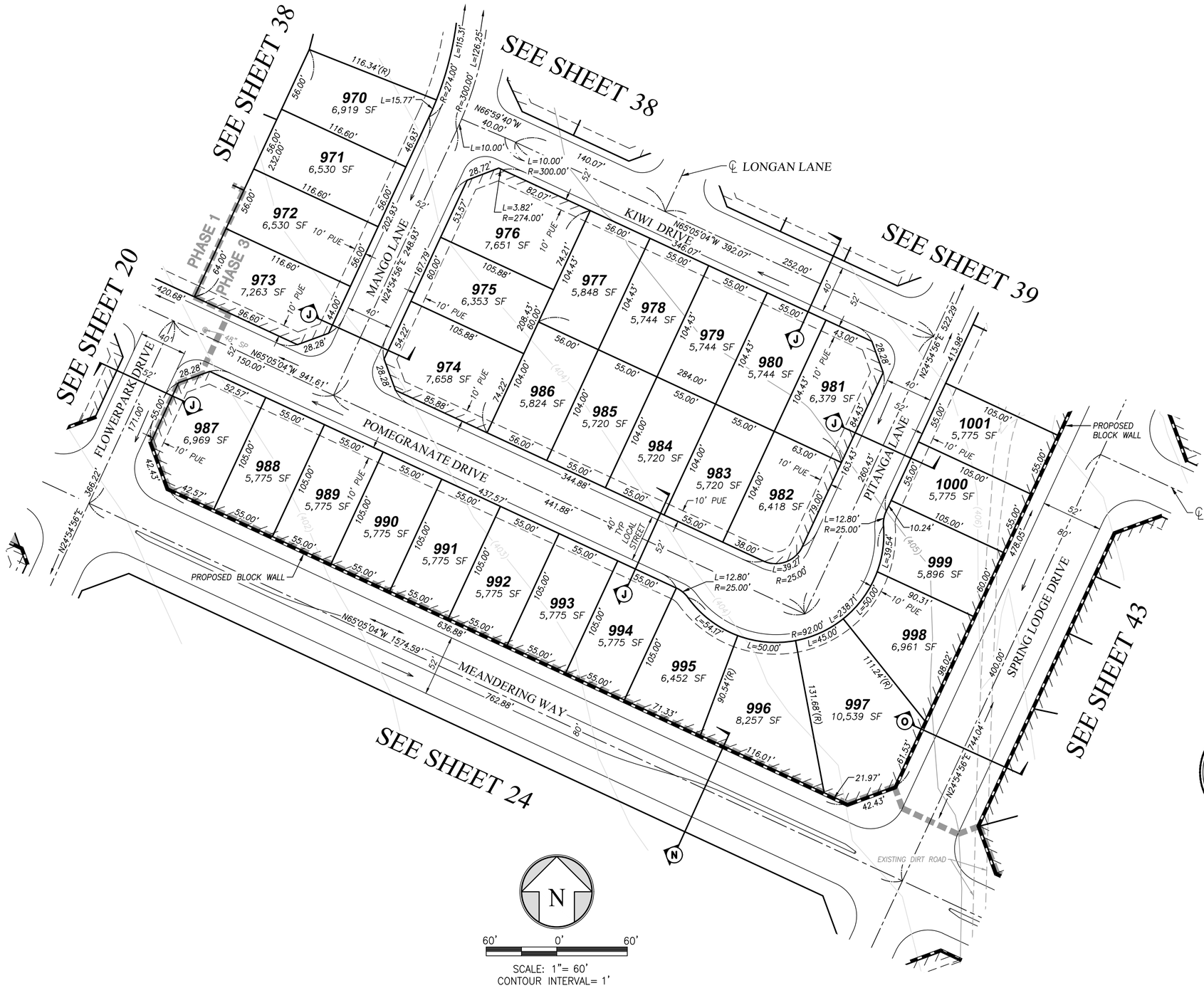
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 39 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PROPOSED PHASE LINE
- PUE PUBLIC UTILITIES EASEMENT
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

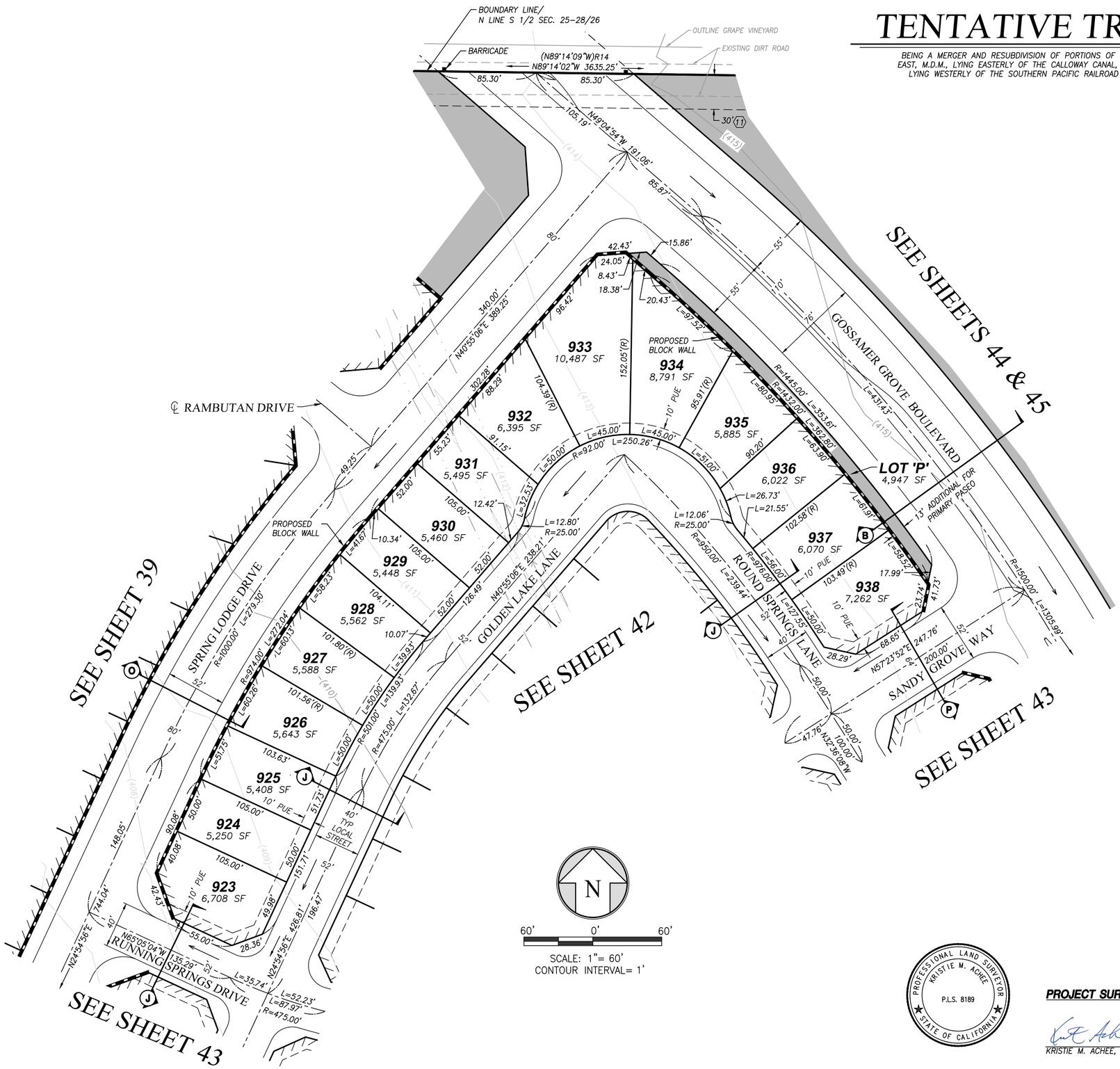
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 40 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BARRICADE
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 41 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



SEE SHEET 43

LEGEND

- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 *03/07/2026* *DATE*

BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 42 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO. PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- WAIVER OF DIRECT ACCESS
- # TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

SEE SHEET 40

SEE SHEETS 41 & 42

SEE SHEET 45

SEE SHEET 46

SEE SHEET 26

SEE SHEET 27

℄ GOLDEN LAKE LANE

℄ SANDY GROVE WAY

℄ GASTON WAY

SPRING LODGE DRIVE

RUNNING SPRINGS DRIVE

ROUND SPRINGS LANE

BIG SPRINGS DRIVE

MEANDERING WAY

GOSSAMER GROVE BOULEVARD

EXISTING DIRT ROAD

PROPOSED BLOCK WALL

40' TYP LOCAL STREET

877 6,691 SF
876 5,485 SF
875 5,486 SF
874 8,020 SF
873 9,355 SF
872 6,719 SF
871 5,847 SF
870 5,587 SF
869 5,581 SF
868 5,588 SF
867 5,591 SF
866 5,590 SF
865 5,584 SF
864 5,575 SF
863 5,368 SF
862 5,250 SF
861 5,250 SF
860 5,250 SF
859 5,522 SF
858 5,638 SF
857 8,669 SF
856 10,391 SF
855 6,808 SF
854 6,456 SF
853 6,026 SF
852 5,885 SF
851 5,751 SF
850 5,653 SF
849 5,590 SF
848 5,563 SF
847 5,570 SF
846 5,865 SF
845 7,247 SF
880 6,518 SF
881 5,945 SF
882 5,674 SF
883 5,770 SF
884 5,674 SF
885 5,622 SF
886 5,497 SF
887 5,200 SF
888 5,200 SF
889 6,210 SF
890 5,997 SF
891 5,529 SF
892 5,686 SF
893 5,310 SF
894 5,901 SF
895 5,392 SF
896 5,247 SF
897 5,819 SF
898 5,901 SF
899 5,352 SF
900 5,427 SF
901 5,954 SF
878 6,774 SF
879 5,721 SF

LOT 'Q' 9,852 SF
13' ADDITIONAL FOR PRIMARY PASEO

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

BY:

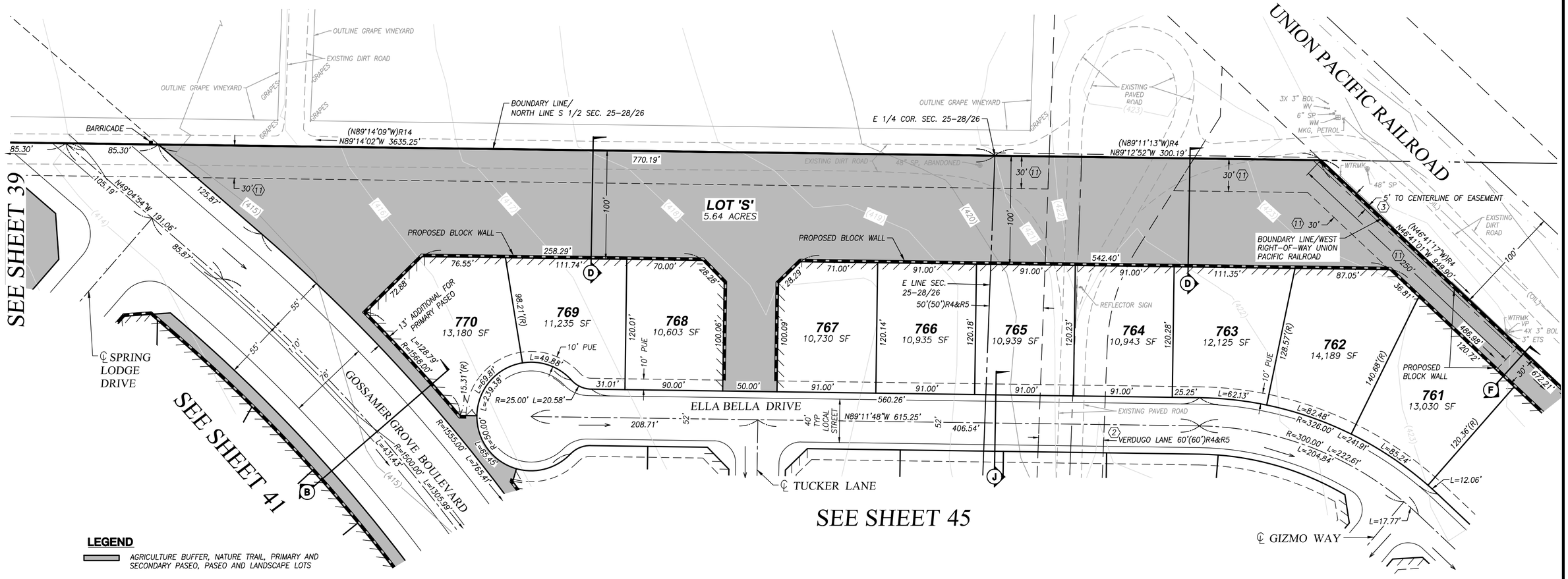
QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BARRICADE
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SECTION LINE/MID-SECTION LINE
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

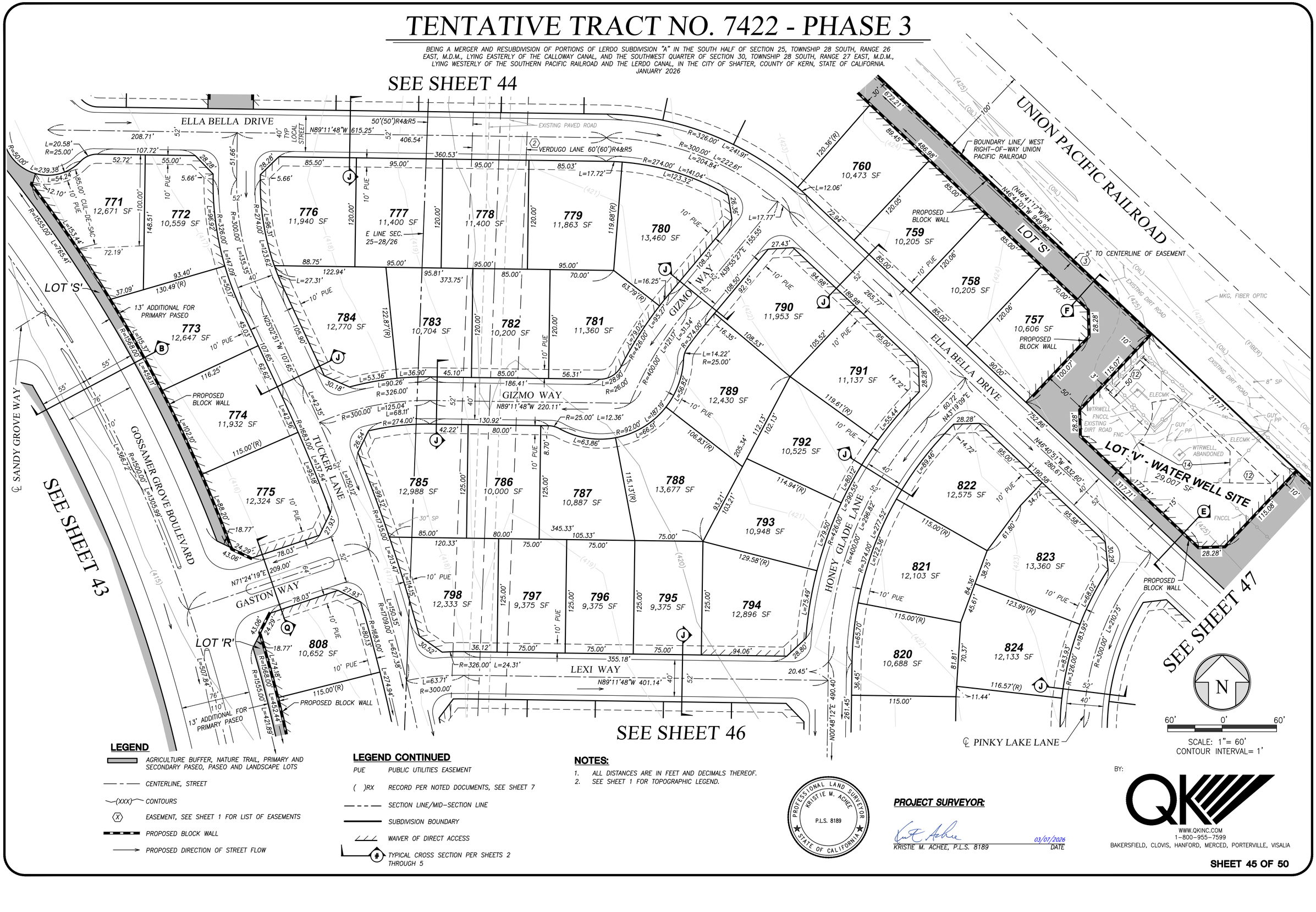
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

SEE SHEET 44



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW

LEGEND CONTINUED

- PUE — PUBLIC UTILITIES EASEMENT
- ( )RX — RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SECTION LINE/MID-SECTION LINE
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

PROFESSIONAL LAND SURVEYOR — KRISTIE M. ACHEE — P.L.S. 8189 — STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

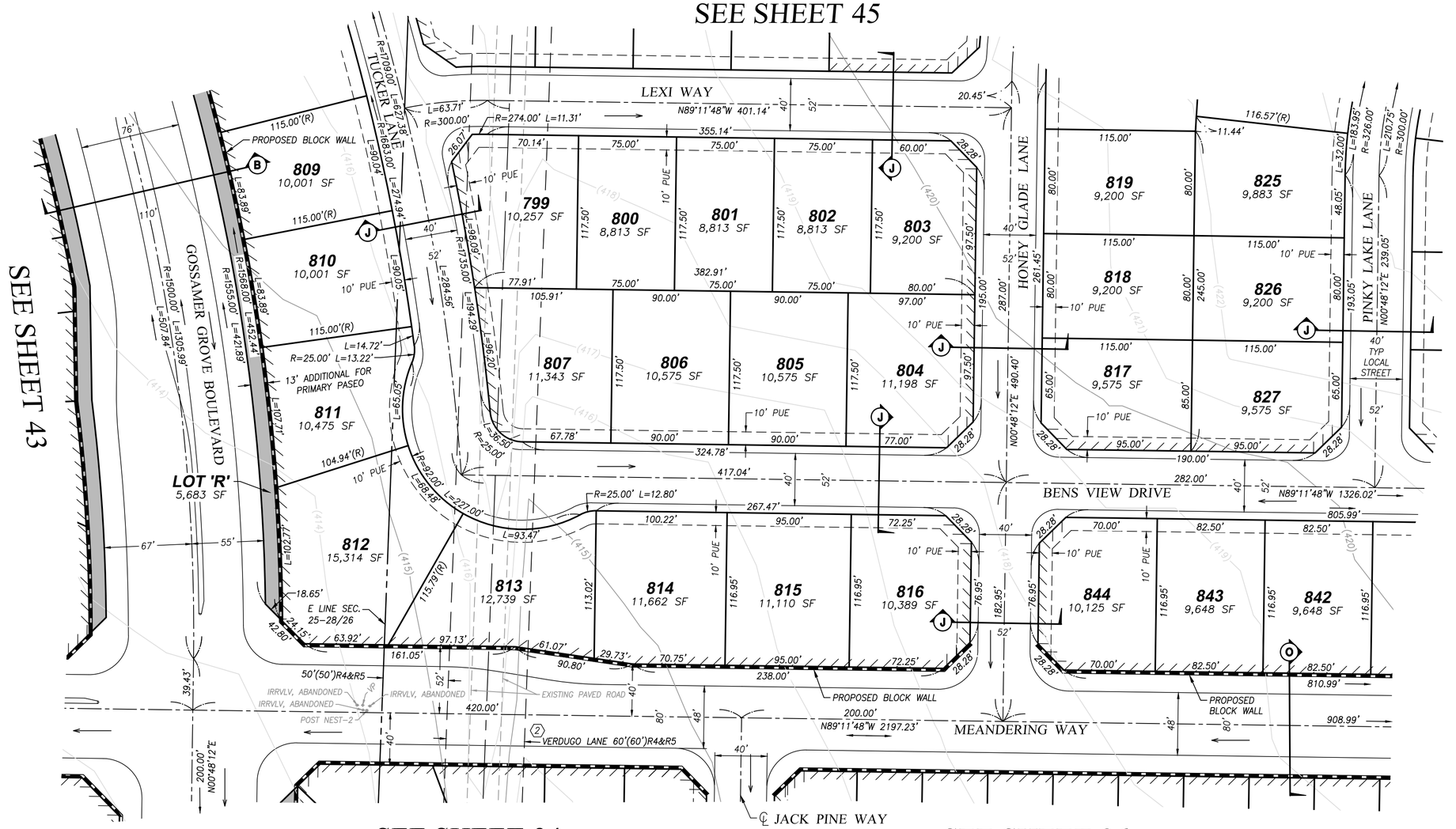
BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 45 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- SECTION LINE/MID-SECTION LINE
- WAIVER OF DIRECT ACCESS
- # TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/01/2026 DATE

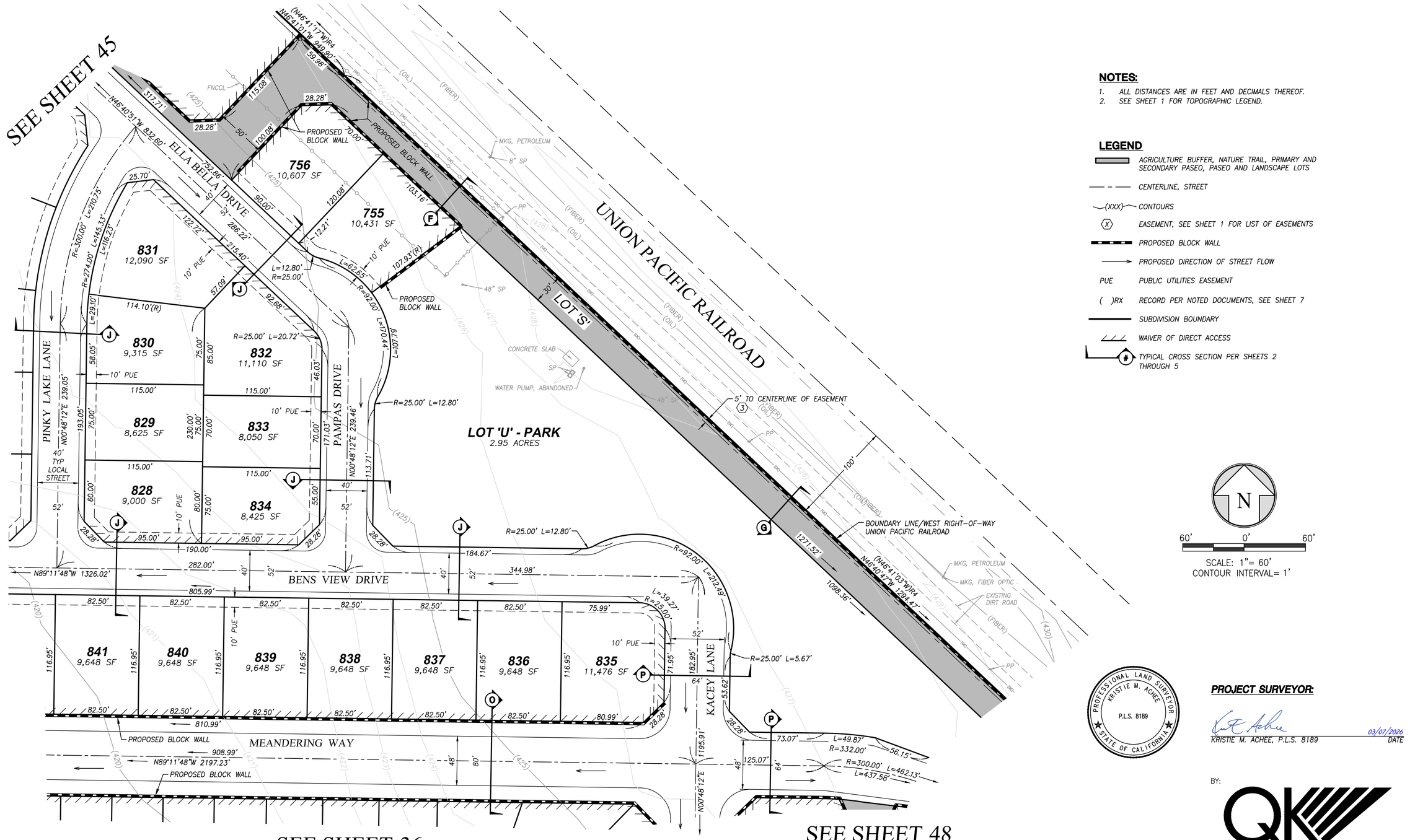
BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 46 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

N

60' 0' 60'

SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

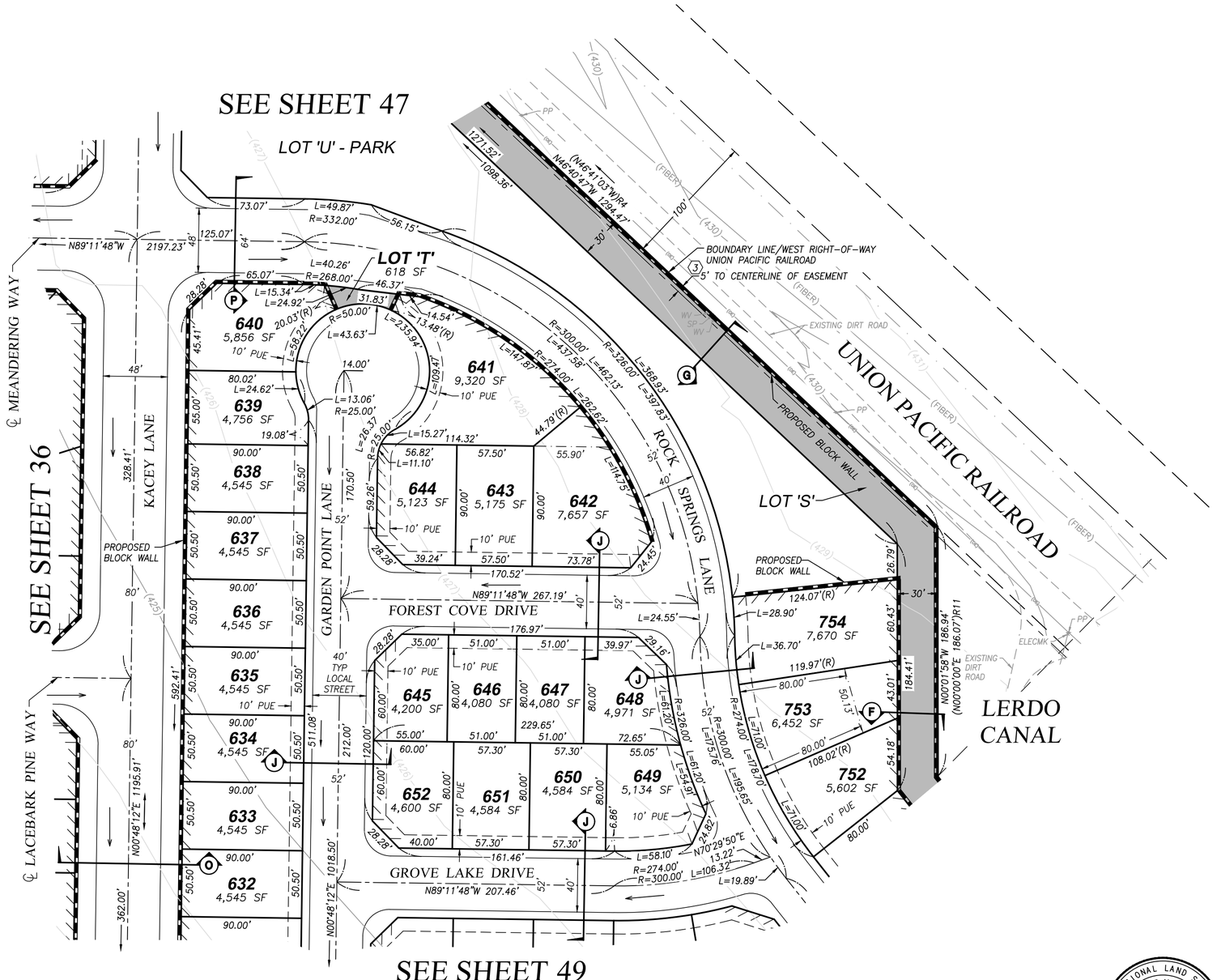
BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 47 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026



NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- (X) EASEMENT, SEE SHEET 1 FOR LIST OF EASEMENTS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

QK
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 48 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

LEGEND

- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED DIRECTION OF STREET FLOW
- PUE PUBLIC UTILITIES EASEMENT
- ( )RX RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- (#) TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.



PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — DATE 03/07/2026

BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 49 OF 50

TENTATIVE TRACT NO. 7422 - PHASE 3

BEING A MERGER AND RESUBDIVISION OF PORTIONS OF LERDO SUBDIVISION "A" IN THE SOUTH HALF OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.M., LYING EASTERLY OF THE CALLOWAY CANAL, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 27 EAST, M.D.M., LYING WESTERLY OF THE SOUTHERN PACIFIC RAILROAD AND THE LERDO CANAL, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.
JANUARY 2026

LEGEND

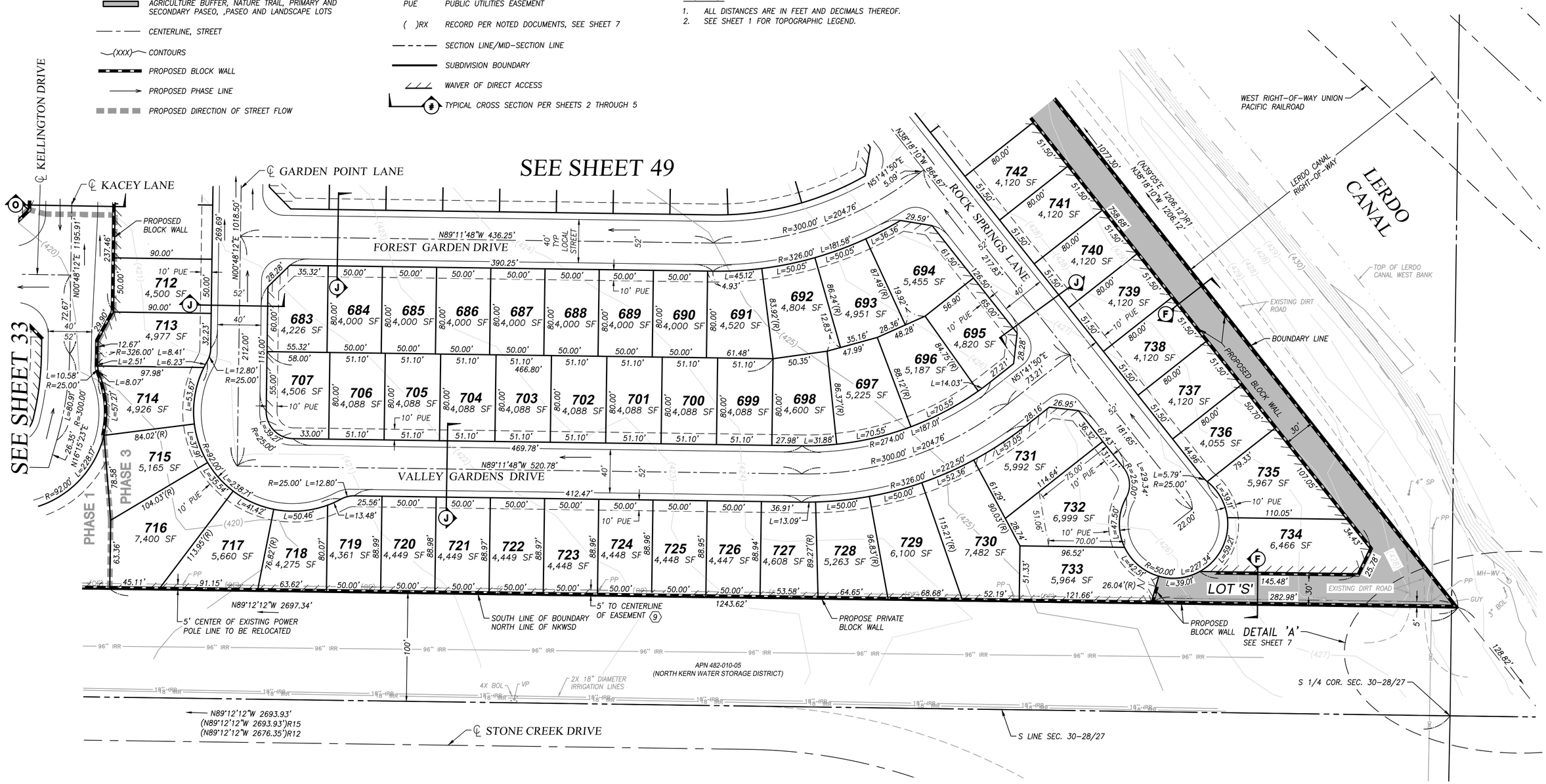
- AGRICULTURE BUFFER, NATURE TRAIL, PRIMARY AND SECONDARY PASEO, ,PASEO AND LANDSCAPE LOTS
- CENTERLINE, STREET
- (XXX) CONTOURS
- PROPOSED BLOCK WALL
- PROPOSED PHASE LINE
- PROPOSED DIRECTION OF STREET FLOW

LEGEND (CONTINUED)

- PUE — PUBLIC UTILITIES EASEMENT
- ( )RX — RECORD PER NOTED DOCUMENTS, SEE SHEET 7
- SECTION LINE/MID-SECTION LINE
- SUBDIVISION BOUNDARY
- WAIVER OF DIRECT ACCESS
- # — TYPICAL CROSS SECTION PER SHEETS 2 THROUGH 5

NOTES:

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. SEE SHEET 1 FOR TOPOGRAPHIC LEGEND.



SCALE: 1"= 60'
CONTOUR INTERVAL= 1'

PROFESSIONAL LAND SURVEYOR
KRISTIE M. ACHEE
P.L.S. 8189
STATE OF CALIFORNIA

PROJECT SURVEYOR:

KRISTIE M. ACHEE, P.L.S. 8189 — 03/07/2026 DATE

BY:

WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

SHEET 50 OF 50

EXHIBIT 'B'

CONDITIONS OF APPROVAL
TENTATIVE TRACT NO. 7422

GENERAL

1. The owner(s), project proponent(s), and/or applicant(s) (hereinafter referred to as "Developer"), solely at their cost and expense, shall defend, indemnify and hold harmless the City of Shafter (hereinafter referred to as "City"), its agents, legislative bodies, officers and employees regarding any legal or administrative action, claim or proceeding concerning approval of Tentative Tract No. 7422 and/or related actions including, without limitation, actions taken or not taken with respect to the California Environmental Quality Act (hereinafter referred to as "CEQA"); or, at its election and in the alternative, shall relinquish such approval. Developer shall assume the defense of the City in any such legal or administrative action, claim or proceeding with legal counsel paid for in the entirety by Developer, but subject to the City's reasonable approvals. Developer shall also reimburse the City, its agents, legislative bodies, officers and employees for any judgments, amounts paid in settlements, court costs and attorneys' fees which the City, its agents, legislative bodies, officers and employees may be required to pay or otherwise pay because of such action, claim, or proceeding. The City may, at its sole discretion, participate at its own expense in the defense of any such action, claim or proceeding, but such participation shall not relieve Developer's obligations under these conditions of approval (hereinafter referred to as "Conditions").

2. The Developer or the Developer's engineer shall submit a list of all contractors and/or subcontractors performing work on this project to the City Finance Department and such contractors and subcontractors shall obtain valid business licenses to do business and/or work in the City of Shafter.

3. The following disclosure shall be given as part of transfer of properties: "All your real property is near property used for agricultural operations, you may be subject to inconveniences or discomforts arising from such operations on any 24-hour basis. Said discomforts may include, but not be limited to equipment noises, odors from manure or other chemicals, and dust or smoke. The City has determined that the use of real property for agricultural operations is a high priority and favored use to the City and Kern County and will not be considered a nuisance for those inconveniences or discomforts arising from agricultural operations, provided such operations are consistent with accepted customs, standards, and laws."

4. Until all portions of the tentative tract have been developed, all vacant and undeveloped land, not being actively farmed, shall be maintained in a weed-free and clean manner by the Developer. Should said property not be so maintained, the City shall notify the property owner that the property is to be cleaned within thirty (30) days of receipt of said notice. If the property owner does not comply within the required time frame, City may then clear the land and bill the property owner for expenses incurred.

5. Unless a final map is recorded, this tentative tract shall expire twenty-four (24) months from the date of approval by the City Council, unless an extension is granted by the City Council or by state law. If a discretionary extension is requested, the Developer, not less than sixty (60) days prior to the expiration date, shall submit to the City, the applicable processing fees and a completed application requesting an extension of the map approval in accordance with the provisions of the Municipal Code and the Subdivision Map Act. PLEASE NOTE: This will be the only notice given for the above specific expiration date. The applicant is responsible for initiating an extension request.

6. All construction and development shall be consistent with the City of Shafter Gossamer Grove Specific Plan, the approved Tentative Tract No. 7422, and any approved alterations thereof.

PLANNING

7. Prior to initiating any grading or earthmoving within Tract No. 7422, the Developer shall provide the City of Shafter Planning Department with written confirmation from the San Joaquin Valley Air Pollution Control District (SJVAPCD) that the proposed development follows the requirements of the District's Rule 9510.

8. The Developer shall be required to permanently maintain all landscaping, except for landscaping included in the Community Facilities District, including the replacement of any trees or shrubs that do not survive.

9. Only the street names or alternate street names that have been approved on the Tentative Tract Map shall be shown on the Final Map(s) for Tract No. 7422. If the Developer wishes to change the street names at any point in time, a street name change request will need to be submitted to the Shafter Planning Department and approved prior to changing or using any proposed street names.

10. If the Developer proposes to make any substantial changes to the approved tentative map contents, the Developer shall submit a Substantial Conformance application to the Planning Director for review and approval. The Planning Department may request that the Developer apply for a Change of Conditions to update any affected conditions of approval, as necessary.

11. Approved access shall be provided for each lot in accordance with City standards.

12. All roof-mounted air conditioning equipment shall be located on the rear portion of the roof ridge line in such a manner as to be screened as much as practical from view from public streets.

13. With the exception of model houses, as provided in Section 3.080, Chapter 3, Title 16 (Subdivision Ordinance) of the Shafter Municipal Code, no building permit shall be issued by the City of Shafter until Tract No. 7422 has been recorded pursuant to the requirements of the California Subdivision Map Act and Title 16 (Subdivision Ordinance), of the Shafter Municipal Code.

14. If Condition No. 150 (Subdivision Improvement Agreement) is initiated by the Developer and executed by the City of Shafter, no building permit shall be issued until wet utilities have been installed, an all-weather surface roadway is completed on the subject property, and survey stakes or other form of temporary documentation will be provided for, and approved by the Building and Safety Inspector, to verify building location. Missing stakes or other temporary documentation will result in delays in inspection schedule.

15. The following note shall appear on the final map and all grading and construction plans:

    a. If during grading or construction, any plugged, abandoned, or unrecorded oil or gas wells are uncovered or damaged, the California Department of Conservation/Geologic Energy Management Division (CalGEM) shall be contacted to inspect and approve any remediation required.

    b. If any abandoned water wells are located within the development or discovered during excavation or grading, the Kern County Public Health Department - Environmental Health Services Program must be contacted to obtain information for the proper permitting and destruction procedures.

    c. Building setbacks on lots with existing plugged wells shall satisfy the requirements of the CalGEM. If the recommended setbacks cannot be satisfied, the Developer shall submit, concurrent with the submittal for a building permit for the impacted lot, written confirmation from the CalGEM that the setback provided is acceptable.

16. During grading operations, all activity shall be restricted to periods of low wind to reduce dust emissions. Verification of compliance will be the responsibility of the City of Shafter Building Inspection Division.

17. Prior to construction, the Developer shall submit plans for the public parks to be developed on Lots B, U, W, and X, approved under Tentative Tract No. 7422. The public park designs shall be approved by the City of Shafter. All public parks in Tract 7422 shall be fully constructed, landscaped, and completed by the Developer, consistent with the Gossamer Grove Specific Plan and all applicable standards, prior to the issuance of 75% of the Certificates of Occupancy for the subject phase that the park is located within.

18. The Developer of Tract No. 7422 shall comply with all requirements of the San Joaquin Valley Air Pollution Control District (SJVAPCD), prior to, and while grading and developing the site. It is the Developer's responsibility to contact the SJVAPCD to determine with which requirements/rules the Developer must comply.

19. Prior to recordation of the first phase final map for Tract No. 7422, the Developer shall enter into a development agreement with the City of Shafter, in a form and substance reasonably approved and required by the City, which shall provide for a minimum square footage of residential units within the subdivision, and which shall provide for payment of park fees, traffic fees, and any other fees deemed necessary by the City.

20. All utilities shall be designed and constructed in such a way as to allow for them to be extended into any future residential development areas.

21. The public landscape lots and Nature Trail system in Tract No. 7422 shall be planted with a combination of evergreen and deciduous trees at a density sufficient to provide a year-round visual buffer. Tree species and spacing shall be reviewed and approved by the City as part of the approval of the landscape plans for the tract.

22. If during development activities, any wells are encountered, the property owner is expected to immediately notify the CalGEM construction site well review engineer in the Inland district office, and file for Division review an amended site plan with well casing diagrams.

23. On all corner lots and/or reverse corner lots within the tract, fences/walls shall not be located within the first 5 feet of the Public Utility Easement behind the street side yard and front-yard property lines. A note stating this must be included on all site plans during building permit review. The City will not permit walls nor fences to be built within the first five (5) feet of the PUE dedication on the side-yard of corner/reverse corner lots.

24. Secondary entry monuments shall be designed and installed by the Developer on Gossamer Grove Boulevard at the northern tract boundary, on Jewetta Avenue at the northern tract boundary, and at the western tract boundary near the Calloway Canal. These entries shall provide a visual gateway into Gossamer Grove, and consist of a combination of signage, lighting, and landscaping elements. Plans for the entry monuments shall be reviewed by the City prior to construction, and shall be fully constructed prior to Notice of Completion for the subject phase.

25. The design of the subdivision shall provide, to the extent feasible, for future passive or natural heating or cooling opportunities.

BUILDING

26. Prior to issuing a certificate of occupancy for any building, the building address(es) shall be permanently installed and be clearly visible from the street.

27. Prior to issuance of the first building permit, the Developer shall provide written confirmation to the City from the SJVAPCD confirming that any and all applicable off-site mitigation fees for the subdivision have been paid in full.

28. No final inspection or issuance of a certificate of occupancy shall be approved for any lot until all required improvements have been completed by the Developer and accepted by the City.

29. Developer shall pay all development fees and impact fees adopted by the City in effect at the time of issuance of any building permit or Certificate of Occupancy.

30. Developer shall comply with the latest California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code and all other applicable codes, ordinances, regulations, and development standards in effect at the time of issuance of relative permits.

31. Prior to issuance of each building permit for houses within Tract No. 7422, Developer shall submit a site plan to the City of Shafter Planning Department for review and approval. The information shown on the site plan shall include, but not be limited to: reference to the floor plan layout and building elevation (including exterior building materials and colors), easement locations and widths, patios, porches, driveways, etc. for each of the single-family residences to be constructed within Tract No. 7422. The siting of each structure on the plans must comply with the applicable lot development standards of the latest Gossamer Grove Specific Plan. The architectural and landscaping design features of each residence within Tract 7422 must be in substantial compliance with the Gossamer Grove Specific Plan Chapter 5: Design Guidelines.

32. Private drives constructed of Portland cement concrete shall be constructed at a minimum width of 16 feet from the edge of public roadway pavement to the garage of each home.

33. A landscaping plan, including design of a permanent irrigation system, shall be submitted to and approved by the Planning Director and City Engineer. Said approved landscape and irrigation plan shall be implemented prior to receiving a final inspection for any house constructed within the subdivision. All landscaping is subject to the requirements for landscaping contained herein these conditions and with City Standards. Landscaping shall include an irrigation system for both the front-yard and the street side-yard (where applicable) provided the street side-yard is not obscured from sight from an adjacent street by fencing, for each lot within the subdivision. Landscaping shall comply with current State guidelines for residential landscaping.

34. Fiber Optic Installation for Dwelling Units: Owner agrees to install in each dwelling unit the following fiber optic requirements:

    a. Install a Dedicated City Fiber Enclosure adjacent to the other utility enclosures or a Common Communication Enclosure (collectively "Utility Enclosure") for the proposed communications utilities (phone, cable, fiber, etc.). The enclosure type shall be Benner-Nawman 14326W-UL or as approved by the City. The Utility Enclosure may face the garage exterior or interior and shall include one 120-volt, 15-amp convenience receptacle inside the enclosure mounted on either side of the wall. A surge-protected receptacle must be installed or verification that an equivalent surge protection device (SPD) has been installed as an integral part of the service equipment or located immediately adjacent to the service equipment to be in accordance with article 230.67 of the California Electrical Code.

    b. Install a wireless-transparent Structured Media Enclosure ("Media Enclosure"), such as models: Legrand 30" ENP3050, Legrand 42" ENP4250, Leviton 30" 49605-30W, Primex Verge 30" P3000, 42" Primex Verge P4200, or as approved by the City. The Media Enclosure shall be installed in the wall of a master bedroom closet or a laundry room furthest from the water supply and maintain a minimum 48-inch horizontal clearance between and 24-inch clearance above any metallic appliances or accessories. The Media Enclosure shall include one 120-volt, 15-amp convenience receptacle located inside the enclosure.

c. Install a conduit pathway from the Utility Enclosure to the Media Enclosure with a minimum of one (1) 1-inch diameter non-metallic, flexible conduit which shall maintain a minimum 36-inch bend radius and protrude a minimum of 6-inches into the enclosures. The conduit shall be marked with orange Tyvek or plastic tags, labeled "City Fiber 661-746-8929", tie wrapped to the conduit in plain view within the enclosures.

d. Install a continuous conduit without breaks or couplings from the existing City Fiber Distribution Enclosure located in the right-of-way ("Distribution Enclosure") to the bottom side of the Utility Enclosure. The conduit shall be installed a minimum of 36-inches below grade, protrude a minimum of 12-inches into the Utility Enclosure, be orange in color, and be factory labeled "City of Shafter 661-746-8929". If the conduit does not have an integrated tracer wire, a continuous external #12 AWG solid-conductor tracer wire with high-density polyethylene insulation rated for direct burial shall be installed along with the conduit leaving a minimum 15-feet of slack coiled in the Distribution Enclosure and 3-feet of slack coiled in the Utility Enclosure. The conduit and tracer wire shall be inspected by a City of Shafter representative before shading and backfilling.
   i. After backfilling, polyester cable pulling tape (Muletape), or equivalent, shall be installed in all conduit paths between the Distribution Enclosure and the Utility Enclosure. Mule tape shall be slack (no tension) and fastened to the plug or cap.
   ii. Couplings shall be used to repair damaged or short-length conduit only if approved by the City. Conduit couplings shall be an air-tight, water-tight, push-on compression fitting approved by the City. Tracer wire couplings shall be air-tight, water-tight, twist on or compression connector approved by the City. Coupling integrity shall be inspected by a City of Shafter representative.

e. Category 6 Unshielded Twisted Pair (CAT 6 UTP) cable (or as approved by the City) shall be installed according to industry standards and the requirements below, and shall not be pinched, stapled, bent sharply, or crossing any sharp, unprotected edges:
   i. Install a minimum of two (2) cables from the Utility Enclosure to the Media Enclosure.

35. Developer shall be responsible for complying with all Pacific Gas and Electric requirements, for any development activity adjacent to/or within PG&E owned property, facilities and easements. Access to PG&E facilities must be maintained for PG&E. Vegetation planted near PG&E overhead electric facilities must follow any PG&E requirements.

ENGINEERING

36. Developer shall record offsite easements and provide copies of executed documents to the City of Shafter for the following:
   a. Friant-Kern Canal at Meandering Way license agreement, prior to Phase 1 final map recording.
   b. Calloway Canal at Chapala Street license agreement, prior to Phase 2 final map recording.

c. Jewetta Avenue license agreement with the North Kern Water Storage District for access between Phase 2 and Marcona Preserve Specific Plan northern boundary, prior to Phase 2 final map recording.

The design, construction, and installation of any crossings or improvements tied to these license agreements shall be subject to the City of Shafter approval and affected agencies' approval. The required improvements shall be completed prior to the Notice of Completion for the applicable phase.

37. Developer will be responsible for fully constructing a bridge west over the Calloway Canal into the Mission Lakes Specific Plan area if development of Tract 7422 Phase 2 begins before the Mission Lakes tract(s) associated with the bridge crossing. In such event, said bridge shall be completed by the Developer prior to the Notice of Completion for the 2nd phase of 7422. Developer of Tract 7422 shall bond for the required improvements prior to the Phase 2 final map recording.

38. Developer shall remove and replace any existing public or private improvements that may become damaged during any phase of construction, as required by the City Engineer. The contractor working within the public right-of-way shall obtain an encroachment permit from the City Engineer prior to commencing any such work.

39. Developer shall relocate and/or install all necessary infrastructure to provide utilities to the proposed project.

40. A ten (10) foot public utility easement, as shown on the tentative map, shall be provided in the front of all lots and on the street side of all corner lots/reverse corner lots as requested by the utility companies and the City Engineer. Easements shall be granted with the final map.

41. Easements to be given to the City or any other public utility agency for sewer, water, storm drain, electrical, or any other utility or similar purpose shall not cross private property without prior approval of the City Engineer.

42. Any above-ground utility cabinets or facilities to be located within the road right-of-way or public utility easement shall be permitted only upon approval by the City Engineer. Such approval will be made in writing, upon written request of the applicant and/or the affected utility company.

43. Any obstructions including utilities, irrigation lines, etc., shall be removed and/or relocated, if necessary, at the expense of the Developer.

44. No final inspection shall be approved until all required improvements have been completed by the applicant and accepted by the City of Shafter.

45. All new utilities shall be underground service.

46. During construction, vehicular access points shall be covered with decomposed granite, road oil, or some other treatment acceptable to the City Engineer, to prevent generation of

dust during periods of vehicular activity and/or windy conditions and tracking of mud and dirt on public roadways.

47. Prior to the issuance of a Certificate of Occupancy on any lot of Tract No. 7422, all required improvements shall be completed and accepted by the City of Shafter. Required improvements shall be those improvements necessary to provide adequate City Services to the subject lot as determined by the City Engineer.

48. All improvements shall be complete within one (1) year from the date of filing of the final map for the development unless a time extension is granted by the City Engineer. The timing of improvements shall be subject to approval of the City Engineer.

49. Type and location of centralized mail delivery units shall be determined by the postal service. If the postal service requires special easements for the placement of the delivery units, then said easements shall be shown on the final map.

50. All road, landscaping, trail, sidewalk, block wall, and paseo improvements, required by and consistent with Tract No. 7422 and the Gossamer Grove Specific Plan, shall be constructed by the Developer and approved by the City of Shafter prior to recordation of the subject phase final map or shall be included as a public improvement in the subdivision improvement agreement. Wall plans, materials, and dimensions shall be consistent with the requirements of the Gossamer Grove Specific Plan and Tentative Tract No. 7422 and shall be approved by the City of Shafter prior to construction. The timing of improvements shall be subject to approval of the City Engineer. Construction of all improvements shall be completed by the Developer prior to the issuance of the Notice of Completion for the subject phase, unless stated otherwise in this Conditions of Approval document.

51. All landscaping, trail, sidewalk, block wall, paseo, and multi-use walkway improvement areas within the map boundary shall be dedicated to the City of Shafter with the recorded map for its respective phase. Areas located outside the tract map boundary shall be dedicated by separate instrument prior to, or concurrent with, recordation of the final map phase.

52. Developer shall place the entire subdivision within a new or add to an existing Community Facilities District (CFD) prior to the recordation of any final map and prior to acceptance of improvements by the City of Shafter. The maintenance district shall be set-up to cover the cost of street lighting, drainage basin maintenance, landscaping maintenance, trail maintenance, and park maintenance, as well as all administrative costs associated with the City of Shafter's management of the District.

    a. The Developer shall be required to cover the cost of street lighting, maintain all landscaping, park maintenance, including the replacement of any trees or shrubs that do not survive, within public right-of-way and landscape easements for a period of one (1) year after final inspection of the landscape improvements, or until such time as the maintenance district is formed, whichever shall occur last.

    b. Developer shall be fully responsible for the formation, and formation cost of the Community Facilities District, as directed by the City Engineer.

c. Developer shall be fully responsible for paying the cost of water for all landscaping and electricity for the streetlights for a period of one (1) year after issuance of Notice of Completion.

53. Engineered plans and building permits are required for all block walls greater than 6 feet in height. Block walls shall be built by the Developer at those locations consistent with the approved Tract No. 7422 and the approved Gossamer Grove Specific Plan.

54. Developer shall design and install a system of conduits, terminal enclosures, distribution enclosures, splice enclosures, connection points, and hand holes for a fiber optic network to each buildable lot within the development. Design and material specifications are available from the City of Shafter. Plans shall be submitted to and approved by the City of Shafter, prior to recordation of the final map, showing the proposed utility trench and all appurtenant hardware. The design shall include the following minimum specifications:

a. A combination of fiber optic conduits shall minimally include 4" SDR-11 HDPE, 2" SDR-11 HDPE, 1.25" SDR-11 HDPE, and 7-Way bundled HPDE innerduct with attached tracer wire. Fiber optic conduits may be joint-trenched with other utility company pipes and/or conduits.
b. All underground fiber optic conduits, innerduct bundles, etc. shall be factory-labeled "City of Shafter 661-746-8929". Conduits shall be identified by a permanent marking, with the address number of the residence they serve, within the distribution enclosures.
c. All underground fiber optic conduit paths shall have tracer wire. If the conduit does not have an integrated tracer wire, a continuous external #12 AWG solid-conductor tracer wire with high-density polyethylene insulation rated for direct burial shall be installed along with the conduit leaving a minimum 15-feet of slack coiled in the endpoint enclosures.
d. The ends of all fiber optic conduits and innerducts shall be plugged or capped to prevent dirt, debris, or foreign objects from entering.
e. After backfilling, all conduits shall be checked for obstructions, and re-excavated and repaired or replaced as required. All conduits ½-inch or larger shall require polyester cable pulling tape (Muletape) or equivalent installed. Polyester cable pulling tape (Muletape) shall be slack (no tension) and fastened to the plug or cap. Innerducts shall be mandrel tested and are subject to inspection by a City of Shafter representative.
f. A combination of underground utility enclosures shall minimally include 36"W x 60"L x 36"D polymer concrete enclosures with dual torsion covers, 36"W x 36"L x 24-36"D and 24"W x 36"L x 24-36"D High Density Polyethylene (HDPE) enclosures.
g. All underground utility enclosures shall be factory-stamped "City Fiber".

55. Prior to construction, all improvement plans and landscaping plans shall be approved by the City of Shafter.

56. The side-yard fences constructed along local streets shall consist of a masonry block retaining wall topped with a wooden fence, or other material as approved by the City

Engineer. Sufficient area behind the sidewalk shall be provided to accommodate the installation of community mailboxes, where required by the US Postal Service.

ENGINEERING: GRADING & DRAINAGE

57. Prior to review of any required improvement plans, both a drainage/hydrology study and a grading plan shall be submitted to and approved by the City Engineer. A master grading plan covering Tract No. 7422 shall be submitted and approved. Future development plans shall be based upon the approved master plan. Any deviation from the approved master plan will require the approval of the City Engineer.

58. The drainage/hydrology study and hydraulic analysis for the project shall be performed by a registered civil engineer and submitted to the City Engineer for review and approval. The study shall demonstrate that any potential run-off will not impact surrounding properties. The study shall focus on the project property and any affected adjacent properties.

59. A soils report, prepared by a registered civil engineer shall be submitted along with the grading plan. Soils report shall be performed in compliance with the latest edition of California Building Code, and Chapter 15.28 of the Shafter Municipal Code. In addition, all site grading, earthwork and building design shall be performed in accordance with the recommendations of the soils report.

60. A grading permit shall be obtained from the City prior to commencement of any grading activity.

61. Prior to issuance of a building permit, the Developer shall file a "Rough Grade Certificate" with the City in accordance with the City Engineering Design Standards. Rough Grade Certificate shall be accompanied by certified soil compaction test data from an acceptable materials testing company and a certificate that the rough grade is in substantial conformance with the approved grading plan and Chapter 15.28 of the Shafter Municipal Code. Developer to obtain "Rough Grade Certificate" form from the City.

62. Prior to final approval, acceptance of work, or issuance of Certificate of Occupancy, the Developer's engineer shall file a "Final Grade Certificate" stating that all required grading has been done in accordance with the approved grading plan. Developer to obtain "Final Grade Certificate" form from the City.

63. The location and frequency of soils compaction testing shall be per the City Engineer. Soils compaction testing shall be provided by the Developer.

64. Minimum slopes across any flat surface shall be 1%. For slopes less than 1%, surface drainage shall be channeled into a concrete v-gutter, curb and gutter, underground storm drain, or similar drainage structure.

65. All building pads shall provide a minimum of 2% slope away from each house to an earth swale, and a minimum of 1% from the highest point in the swale to the street. A four-inch landscape drain may be used to replace the earth swale. The minimum pad height shall be twelve (12) inches above the adjacent curb.

66. Street side corner lots shall not have their side yard slope (finish grade to back of sidewalk) exceed 4 horizontal: 1 vertical. If maximum slope is exceeded, side yard shall be retained in an approved manner.

67. Wood retaining structures shall not be approved. Developer shall use masonry, keystone, concrete, or other approved material.

68. Engineered off-site drainage plans for Tentative Tract No. 7422 shall be submitted to and approved by the City of Shafter prior to recordation of a final map. The approved drainage facilities shall be constructed and approved by the City of Shafter prior to issuance of building permits.

69. All storm drain pipes and manholes shall be installed with the street paving. Catch basin shall be installed per city standards.

70. Drainage Basin:

    a. Developer shall construct a drainage basin on Lots C and Y as shown on the Tentative Tract Map No. 7422.
    b. Developer shall provide calculations showing all drainage areas utilizing the basin and show the percentage of the capacity utilized by Tract No. 7422. Basin size calculations shall be submitted by the Developer to the City Engineer for review and approval prior to final map recording.
    c. Developer shall construct permanent masonry walls around the proposed drainage basin on Lots C and Y. The masonry walls shall be a minimum height of 6-feet, shall enclose the entire sump, and shall include a minimum 16'-wide access controlled by a wrought-iron gate with metal screening. A lockable privacy gate, concrete driveway, access easements, and drainage easements shall be provided for access and storm drain lines to the drainage sump as required by the City Engineer.

71. The number and location of street-based siphons and cross gutters allowed, if any, will be determined during the grading and drainage review process. The minimum grade for allowed cross gutters shall be 0.6%.

72. Grading onto adjacent property shall not be done without written permission from the adjacent property owner.

73. The Office of the City Engineer shall be notified 24 hours in advance of the placement of any fill material.

74. Fill and/or import material shall be subject to the approval of the soils engineer.

75. Developer is responsible for the grading of lot pad areas to within 0.1 foot of the design elevations.

76. All areas in the site on which structures are to be placed must be compacted to 90% relative density, for a minimum distance of 5-feet in all directions from the foundations of the structure.

77. All fill material shall be moisture conditioned to at least 2% above optimum moisture and compacted to 90% relative density, as determined by test methods referenced in Chapter 15.28 of the Shafter Municipal Code, and so certified by test and report from the soils engineer.

78. The design engineer shall exercise sufficient supervisory control during grading operations to ensure compliance with the plans, specifications, and code within his purview.

79. The placement of fill shall be in 6-inch-maximum lifts, compacted with heavy compaction equipment approved by the City Engineer, unless specifically recommended otherwise in the preliminary soils report.

80. Compaction in proposed pavement areas should be per City standards and should extend to a minimum distance of 2-feet beyond the outside edges of pavement.

81. All cut and fill slopes shall not be steeper than 2 horizontal to 1 vertical.

82. All fill areas to be cleared of all vegetation and other unsuitable materials for a structural fill and the areas shall be scarified to a depth of 6-inches, unless specifically noted otherwise in the preliminary soils report.

83. All slopes in excess of three (3) feet shall be prepared and maintained to control against erosion.

84. Grading work shall be supervised as engineered grading in accordance with Chapter 15.28 of the Shafter Municipal Code.

85. During grading, reasonable searching should be performed for concealed subsurface obstructions. All abandoned subsurface obstructions should be removed. If terminus of any abandoned piping is outside the project limits, the piping should be removed within the project and properly capped at the project boundary.

86. Developer's attention is directed to the provisions of SJVAPCD's Regulation VIII - Fugitive PM 10 Prohibitions, which requires the submission of a Dust Control Plan for certain construction projects. Developer shall comply with all applicable SJVAPCD rules and regulations including the submission of a Dust Control Plan as may be applicable. Current SJVAPCD rules and regulations are available online at http://www.valleyair.org/rules/1ruleslist.htm.

87. It shall be the Developer's responsibility to prevent a dust nuisance from originating from the site of the work as a result of his operations. Preventative measures to be taken by the Contractor shall include but shall not be limited to the following:

a. Water shall be applied to all unpaved areas as required to prevent the surface from becoming dry enough to permit dust formation.

b. Paved surfaces over which vehicular traffic is permitted to travel shall be kept free of dirt.

c. Temporary suspension of the work, either as a result of order by the Engineer or as a result of conditions beyond the control of the Contractor shall not relieve the Contractor from his responsibility for dust control as set forth herein.

88. Any temporary drainage basin serving the subdivision shall be surrounded by a chain link fence with privacy slats.

ENGINEERING: WATER/FIRE

89. The Developer shall install two water systems for the project together with such equipment, pipeline, and facilities, including individual water services, as may be necessary to ensure the development has a minimum supply of water for the purposes of the development including fire protection. One water system shall be developed exclusively for drinking or domestic water service. The other shall be for fire protection, irrigation of lawns, parks, and common landscape area and be provided by either existing or new wells. Developer shall submit water improvement plans to the City Engineer and Oildale Mutual Water Company for review and approval. Developer shall construct the public water system in accordance with Subdivision Engineering Design Manual for the subject property. The dual water system shall be constructed by the Developer and approved by the City of Shafter and Oildale Mutual Water Company prior to recordation of the final map.

90. To the greatest extent possible, above ground air-vac or air release valves required by Oildale Mutual Water Company shall be in public landscaping or entrances to Natural Trail areas, and not along residential property frontages. This requirement is subject to the approval of Oildale Mutual Water Company.

91. The Developer shall provide a Will Serve Letter from Oildale Mutual Water Company prior to any final map recording.

92. To the greatest extent possible, wet utilities (sewer, water, storm drain) shall be installed between the flowlines on all streets.

93. Fire protection shall be provided per Kern County Fire Department Standards for the type of development. A Certificate of Approval shall be obtained by the Developer from the Kern County Fire Department. Evidence of this Certificate of Approval shall be provided to the City prior to acceptance of the water system by the City.

94. Prior to installation, all water improvement plans shall be reviewed and approved by the Kern County Fire Department. The review includes hydrant locations and access into and out of the tract. A plan review permit, obtained from the Kern County Fire Department, must be applied and paid for prior to the review of any modified or new tract map.

95. The water line size, location and materials shall be subject to the approval of the City Engineer. The minimum water line size shall be in accordance with the Subdivision and Engineering Design Manual.

96. Tie-ins to existing water mains shall be constructed in a manner approved by the City Engineer.

97. Whenever possible, the water system shall be looped to minimize dead ends.

98. Separate dual water services shall be installed for each residential property.

99. No permanent structures shall be constructed over proposed or existing utility easements.

100. Prior to issuance of a building permit, water mains and fire hydrants to be installed by applicant shall be completed, tested, and accepted (CFC).

101. The Developer shall provide AWWA approved fire hydrants that comply with Kern County Development Standards (Clow 850 or equivalent).

102. The required fire hydrants shall be placed a maximum of 660 feet apart throughout the tract for firefighting purposes. Final hydrant locations shall be approved by Kern County Fire prior to installation.

103. The Developer shall install reflective markers to identify hydrant locations pursuant to California Health and Safety Code 13060.

104. The required fire hydrants shall provide a minimum fire flow of 1,500 gallons per minute for 2 hours with 20 PSI residual, or as required by the Kern County Fire Department.

105. The water system for the required fire hydrants shall be looped, if practicable.

106. The Developer shall install the required water, access and street signs prior to issuance of any building permit.

107. A fire flow test shall be performed and approved by the Kern County Fire Department prior to issuance of any building permit and before any Certificates of Occupancy are issued. The Kern County Fire Department shall be contacted for a fire flow test and approval prior to the commencement of construction.

108. All fire access roads to each parcel must meet specifications set forth in Section 503.2 of the California Fire Code and the applicable Appendix and Ordinance sections.

109. All new residential construction will require automatic fire sprinklers and shall meet all other fire requirements of the California Fire Code.

ENGINEERING: SEWER

110. No properties shall be served by a septic system.

111. Developer shall install a sewer system for the development together with such materials, pipelines, manholes, and individual services for the purposes of the development. Developer shall submit sewer improvement plans to the City Engineer for review and approval prior to recordation of the final map. Developer shall construct the public sewer system in accordance with the Shafter Subdivision Engineering Design Manual for the subject property.

112. All fees and costs necessary to connect to the sanitary sewer collection and treatment system shall be those in effect at the time the service connection is made.

113. Sewer line size, location, slope, and materials shall be subject to the approval of the City Engineer. Minimum sewer line size, location, slope, and materials shall also be in accordance with the Subdivision and Engineering Design Manual.

114. Tie-ins to existing sewer mains, manholes, or other structures shall be constructed as directed by the City Engineer.

115. Sewer pipelines and manholes shall be installed within the proposed street paving of the development.

116. Separate sewer services shall be installed for each property. At no time shall sewer be joint trenched with water.

117. Sewer lines shall not be permitted in easements between the backyards or side-yards of residential lots.

118. No permanent structures shall be constructed over proposed or existing utility easements.

ENGINEERING: STREET & TRAFFIC

119. Developer shall construct and provide rights-of-way for all streets, curb, gutter, cross gutter, drainage facilities, sidewalks, walls, landscaping, streetlights, drive approaches, intersections, and other related improvements consistent with Tentative Tract No. 7422 and the Gossamer Grove Specific Plan. Developer shall submit street improvement plans prepared by a registered civil engineer to the City Engineer for review and approval and shall include: Preliminary soils report, preliminary engineer's estimate of construction costs; and plan check and inspection fees.

120. Additional rights of way easements or dedications necessary for street and/or public utility improvements located outside the tract boundary shall be granted to the City of Shafter prior to a final map recording, unless stated otherwise herein.

121. The drawings shall include all proposed public street pavement, curb, gutter, driveways, streetlights, cross gutter, catch basins, striping, signage, traffic signals, and sidewalks along the perimeter of all streets adjacent to or within the project site. Said improvements shall be constructed as per the street improvement plans approved by the City Engineer in a manner consistent with the Subdivision and Engineering Design Manual.

122. All local streets shall be developed as full-width streets in accordance with standards and specifications of the Gossamer Grove Specific Plan and the City of Shafter, as approved by the City Engineer. All local streets shall be fifty-two (52) feet full right-of-way with forty (40) feet flowline to flowline.

123. Should a street transition to another street with a ninety (90) degree turn occur, that transition shall be a street knuckle and shall be shown on the final tract map and in the street improvement plans.

124. Cul-de-sac and street knuckle dimensions and radii to conform to the Subdivision and Engineering Design Manual and/or as approved by the City Engineer. The use of off-set cul-de-sacs is approved provided they meet the requirements of the City of Shafter.

125. Street signs shall be installed per City standards as required by the City Engineer.

126. During construction, the Developer shall maintain the project, including all adjacent streets in a dust free condition. This condition applies at all times including weekends, evenings, and nighttime hours. During construction operations, cleanup of soil from the public roadways shall be required, if deemed necessary, by the City Engineer.

127. All utilities proposed under paving shall be installed prior to paving. Cover over utilities shall be at a depth as approved by the City Engineer.

128. Driveway approaches shall be constructed in a manner consistent with the requirements for residential approaches as set forth in the City's Subdivision and Engineering Design Manual or as permitted by the City Engineer.

129. Sidewalk, including curb, shall be five (5) feet wide and shall be placed behind the curb, or as specified by the Gossamer Grove Specific Plan. Transitions at intersections and wheelchair ramps shall be provided and installed per the City's Subdivision and Engineering Design Manual.

130. Monument and monument covers shall be set per City Standards.

131. Temporary turnarounds, if required, including right-of-way, shall be granted, designed, and installed per the Subdivision and Engineering Design Standards.

132. Temporary barricades shall be installed at the north end of Jewetta Avenue, the south end of Jewetta Avenue, and the north end of Gossamer Grove Boulevard.

133. Property line locations shall be marked with a chiseled line on the top of curb for all property lines. The location of all sewer laterals shall be indicated on the top or face of curb with a stamped "S".

134. Street lighting shall be installed in accordance with the City Engineering and Subdivision Design Manual as directed by the City Engineer. Developer shall coordinate with Pacific Gas & Electric to ensure that the streetlights are established under the LS-2A rate schedule.

135. Secondary access easements shall be provided at the request of the City Engineer. Within any given phase of development, secondary access easements and additional improvements for circulation shall be provided by the Developer in a manner approved by the City Engineer. Access roads shall be twenty (20) feet in width and shall consist of three (3) inches of Class II aggregate base over six (6) inches of native material compacted to 90% relative maximum density.

136. Waivers of direct access shall be dedicated and shown on the final map(s) for Tract No. 7422 as approved on the tentative map, subject to change by the request of the City Engineer. Said waivers of direct access shall also be shown on the individual plot plans during building permit application.

137. The Developer shall provide a secondary access to Tract No. 7422 from the Mission Lakes Specific Plan area via Chapala Street or from Marcona Preserve, fully constructed to City standards, prior to the issuance of a building permit for the 200th dwelling unit within Tract No. 7422 Phase 2.

138. The Developer shall provide the City Engineer with a traffic study prior to the recording of any final map. If the traffic study determines that traffic signals are necessary, it shall be the responsibility of the Developer to install traffic signals at those intersections as determined by the study. The design, construction, and installation of the traffic signals shall be subject to the City of Shafter approval. Within any phase of development, Certificates of Occupancy shall not be issued until any required signals are installed by the Developer and made fully operational.

139. Caltrans District 6 recommends the Developer perform a safety analysis that shows the impacts of the development to the surrounding areas. Please reference the Caltrans Local Development Review (LDR) Safety Review Practitioner's Guidance and send the scope of work for the safety analysis to Caltrans before the traffic study is conducted.

ENGINEERING: LANDSCAPING

140. Electrical Source for Landscaping:

    a. Developer shall supply and install landscaping electrical services to power any and all required timers, solenoids, pumps, motorized equipment. Cabinets and meter pedestals shall be approved by the City of Shafter. Developer shall contract with Pacific, Gas & Electric the location of each pedestal and make all arrangements for them to deliver power at each location.

141. Water Source for Landscaping:

    a. Landscaping water service point of connection shall be approved by the City Engineer. The water source shall be from the non-potable water system installed with the tract.

142. Landscaping Enclosure:

a. Landscaping timers, electrical service fuses, breakers, etc., shall be installed within a commercial grade landscaping enclosure.

b. Commercial grade landscaping enclosure shall be installed within the dedicated landscaping area adjacent to the water source and/or electrical source.

c. Commercial grade landscaping enclosure shall be installed on a concrete foundation poured onto a minimum of six (6) inches of native subgrade compacted to 90% (or in accordance with manufacturer's recommendations, whichever is more stringent).

d. The City of Shafter Subdivision and Design Manual requires a 110-volt duplex electrical service within the enclosure.

143. The Developer shall comply with all requirements for grading and erosion control, including the prevention of sedimentation or potential damage to off-site property.

144. Sleeves shall be placed under the proposed paving for landscape piping or low voltage electrical per the City Engineer.

145. Public landscaping throughout Tract 7422 shall be reviewed and approved by the City of Shafter prior to installation. Plans shall show the locations of water and electrical services necessary to serve the landscaping and lighting needs of the areas. City Engineer may request that separate plan sheets be provided for the Natural Trail landscaping.

146. Landscape lots shall be equipped with a minimal number of benches, trash receptacles, water fountains, picnic tables, etc. as necessary. Details shall be worked out with the City during landscape plan review and approval.

147. Developer shall dedicate the public landscaping lots, nature trail, and paseos to the City of Shafter concurrent with the recording of the final map for the phase that said lot(s) is/(are) located in.

148. Developer shall dedicate the public park lots to the City of Shafter at the time of the recording of the final map for the phase that said public park(s) is/(are) located in. All park sites shall be improved to City of Shafter requirements/standards and built by Developer.

149. Developer shall be responsible for improving streets adjacent to the park sites (Lots B, U, W, and X) and adjacent to the school site (Lot 'A'), to City standards.

ENGINEERING: SUBDIVISION IMPROVEMENT AGREEMENT

150. The Developer shall furnish the City of Shafter acceptable security to guarantee the construction of public improvements in accordance with all applicable provisions of the City of Shafter Municipal Code and the California Subdivision Map Act. The Developer shall enter into a subdivision improvement agreement with the City of Shafter for public improvements that are not yet completed at the time of Final Map approval. The subdivision

improvement agreement must be approved by the Shafter City Council and recorded with the Kern County Assessor-Recorder.

NORTH KERN WATER STORAGE DISTRICT

151. The Developer shall plan for and install a 6'-high block wall between Tract 7422 and the adjacent NKWSD's Lerdo Canal, Calloway Canal, 8-1 Canals, and the 8-1 pipeline.
    a. The block walls and footings are to be outside of the District's property. No Public Utilities Easement (PUE) nor Wall Footing Easement (WFE) shall be placed on the NKWSD canal easement.
    b. The Developer shall install a sound barrier wall or an approved equivalent around the Water Well Site (Lot V) and for any other project areas that are adjacent to District-owned groundwater wells.

152. A concrete cut-off wall is required to be installed by the Developer within the Canal banks where pad elevations are lower than the canal's high-water elevation.

153. Appropriate access agreements shall be executed by the Developer with the NKWSD for any crossings of District facilities.

154. A Temporary Access agreement shall be entered into by the Developer and any contractors, to enter any District property or easement during development.

155. The following improvement plans shall be submitted by the Developer to NKWSD for review: Grading plan, Block wall plan, cut-off wall plan, Sewer, storm drain, water, dry utilities, and landscape plans.

156. The plan indicates a proposed crossing of the District's Calloway Canal at Chapala Street. Detailed bridge crossing plans must be submitted to the District for review and approval prior to construction.