



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

**AGENDA
SPECIAL MEETING
SHAFTER CITY COUNCIL
TUESDAY, JUNE 2, 2026**

NOTICE TO THE PUBLIC:

Any documents produced by the City and distributed to a majority of the City Council 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: Mayor Givens
Mayor Pro Tem Olvera
Council Member Alvarado
Council Member Espinoza
Council Member Prout

APPROVAL OF AGENDA:

PUBLIC COMMENT:

Those persons wishing to speak on any item included on the agenda, or on any matter within the subject matter jurisdiction of the City Council, are invited to speak from the podium and address the City Council. 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.

MANAGEMENT REPORT:

- 1. ACCEPTANCE OF DEDICATION OF EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES, AND DRAINAGE PURPOSES FROM 5104 EXPRESS AVENUE PROPERTY, LLC, AND AUTHORIZE THE CITY MANAGER TO APPROVE AND ENTER INTO A MAINTENANCE AGREEMENT FOR THE ABOVE MENTIONED DRAINAGE EASEMENT UPON APPROVAL OF THE CITY ATTORNEY:** Council find that the action is not a project pursuant to CEQA Guidelines Section 15378(b)(5); accept the dedication of a street and public utility easement from 5104 Express Avenue Property, LLC for public street and utility purposes along Zachary Avenue upon finalization of the documents; accept the

dedication of a public storm drain easement from 5104 Express Avenue Property, LLC upon finalization of the documents; authorize the City Engineer to execute and record all documents necessary to effectuate the easement dedications; and authorize the City Manager, upon approval of the City Attorney, to approve and enter into a maintenance agreement for the onsite drainage sump.

ROLL CALL

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., June 1, 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 City Council 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 June 2, 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 3:00pm on the Monday prior to the City Council 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 City Council 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 City Council meeting.



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

**NOTICE OF
SPECIAL MEETING OF THE SHAFTER CITY COUNCIL**

NOTICE IS HEREBY GIVEN that a special meeting of the City Council of the City of Shafter will be held on **June 2, 2026**. The meeting will convene at **6:00 PM**, in the Council Chamber, 336 Pacific Avenue, Shafter, California and via teleconference and Livestream on YouTube. Said special meeting shall be for the following purpose:

MANAGEMENT REPORT:

- 1. ACCEPTANCE OF DEDICATION OF EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES, AND DRAINAGE PURPOSES FROM 5104 EXPRESS AVENUE PROPERTY, LLC, AND AUTHORIZE THE CITY MANAGER TO APPROVE AND ENTER INTO A MAINTENANCE AGREEMENT FOR THE ABOVE MENTIONED DRAINAGE EASEMENT UPON APPROVAL OF THE CITY ATTORNEY:** Council find that the action is not a project pursuant to CEQA Guidelines Section 15378(b)(5); accept the dedication of a street and public utility easement from 5104 Express Avenue Property, LLC for public street and utility purposes along Zachary Avenue upon finalization of the documents; accept the dedication of a public storm drain easement from 5104 Express Avenue Property, LLC upon finalization of the documents; authorize the City Engineer to execute and record all documents necessary to effectuate the easement dedications; and authorize the City Manager, upon approval of the City Attorney, to approve and enter into a maintenance agreement for the onsite drainage sump.

Yazmina Pallares, City Clerk

Affidavit of Posting Special Meeting Notice

This is to certify that this Special Meeting Notice was posted at City Hall and the Police Department by 5:00 p.m., June 1, 2026. Further information regarding this Agenda Notice is available at City Hall, 336 Pacific Ave., Shafter, CA.

Yazmina Pallares, S/S, City Clerk

Dated: June 1, 2026



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: June 2, 2026

DEPARTMENT: Ravi Pudipeddi, City Engineer

SUBJECT: ACCEPTANCE OF DEDICATION OF EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES, AND DRAINAGE PURPOSES FROM 5104 EXPRESS AVENUE PROPERTY, LLC, AND AUTHORIZE THE CITY MANAGER TO APPROVE AND ENTER INTO A MAINTENANCE AGREEMENT FOR THE ABOVE MENTIONED DRAINAGE EASEMENT UPON APPROVAL OF THE CITY ATTORNEY

RECOMMENDATION

Council find that the action is not a project pursuant to CEQA Guidelines Section 15378(b)(5); accept the dedication of a street and public utility easement from 5104 Express Avenue Property, LLC for public street and utility purposes along Zachary Avenue upon finalization of the documents; accept the dedication of a public storm drain easement from 5104 Express Avenue Property, LLC upon finalization of the documents; authorize the City Engineer to execute and record all documents necessary to effectuate the easement dedications; and authorize the City Manager, upon approval of the City Attorney, to approve and enter into a maintenance agreement for the onsite drainage sump.

BACKGROUND

5104 Express Avenue Property, LLC is developing a 1,087,000-square-foot distribution facility at the northeast corner of Express Avenue and Zachary Avenue. Conditions of approval for the development require construction of public improvements, including half-width street improvements along Express Avenue and Zachary Avenue, turn pockets, traffic signals at the Express Avenue/Zachary Avenue intersection, water and storm drain extensions, curb, gutter, sidewalk, median improvements, and street lighting. The street improvements to Zachary Avenue to its ultimate width requires an additional 10-foot dedication for street and utility purposes, which the above dedication fulfills.

There is a portion of runoff from the public right-of-way that enters the onsite drainage sump for which the parcel owners are dedicating a public storm drain easement to the City to maintain, repair, reconstruct, and access the City's storm drain pipe that conveys runoff from the public right-of-way to the onsite drainage sump. The City intends to enter into a maintenance agreement with the parcel owner delineating the maintenance responsibilities of the onsite drainage sump.

MANAGEMENT REPORT

ACCEPTANCE OF DEDICATION OF EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES, AND DRAINAGE PURPOSES FROM 5104 EXPRESS AVENUE PROPERTY, LLC, AND AUTHORIZE THE CITY MANAGER TO APPROVE AND ENTER INTO A MAINTENANCE AGREEMENT FOR THE ABOVE MENTIONED DRAINAGE EASEMENT UPON APPROVAL OF THE CITY ATTORNEY

FISCAL IMPACT

The Street and Public Utility easement dedication, and the Public Storm Drain easement dedication are obtained at no cost to the City. Future budgets will include costs for operating and maintaining new street improvements within the Street and Utility easement, and Public Storm Drain facilities. No budget action is necessary at this time.

CEQA ANALYSIS

The action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines because the action is the acceptance of the dedication of an easement and authorizing the City Manager to enter into a maintenance agreement and, therefore, it is organizational or administrative activity of governments that will not result in direct or indirect physical changes to the environment. Therefore, compliance with CEQA is not required for this action.

APPROVED BY THE CITY ATTORNEY

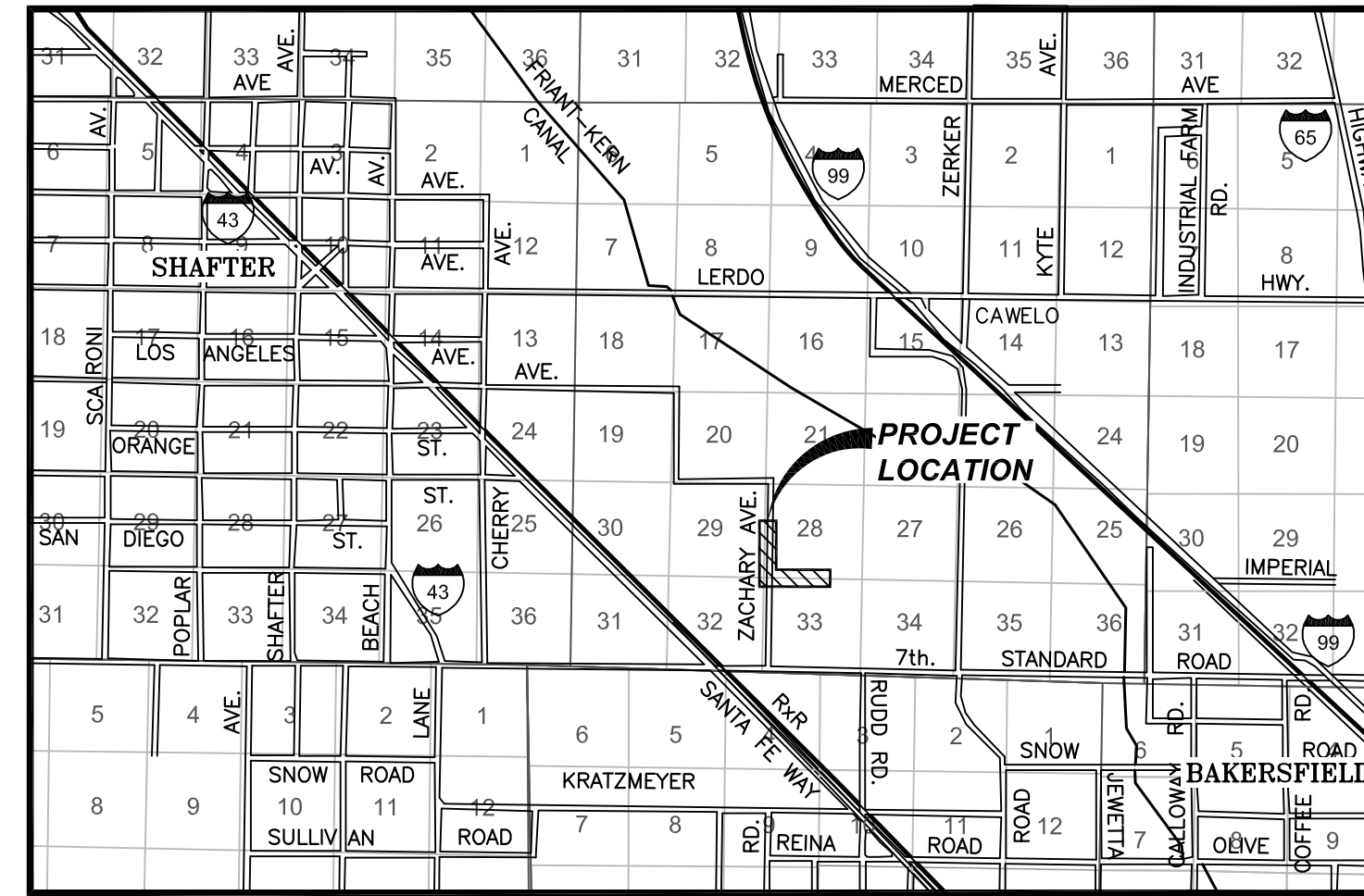
Yes

ATTACHMENTS

1. Exhibit for Easements and Sump
2. Street Easement
3. Drainage Easement - 5104 Express to COS-Approved-2026.05.29

5104 EXPRESS AVENUE OFFSITE IMPROVEMENT PLANS

WONDERFUL INDUSTRIAL PARK CITY OF SHAFTER, STATE OF CALIFORNIA



VICINITY MAP
NO SCALE

BENCHMARK USED:

TOP OF A 6" CONCRETE MONUMENT IN LAMP HOLE WITH BRASS CAP MARKED "L.S. 4383" LOCATED ABOUT 2319.80' ± FEET WEST OF THE CENTERLINE OF ZACHARY AVENUE AND FANUCCHI WAY.

ELEVATION = 340.84' (U.S.G.S. DATUM)

BASIS OF BEARINGS:

THE BEARING OF NORTH 02°13'43" EAST ALONG THE WEST SECTION LINE OF THE SOUTHWEST QUARTER OF SECTION 28 BETWEEN TWO FOUND MONUMENTS, ONE BEING AT THE INTERSECTION OF EXPRESS AVENUE AND THE OTHER BEING THE WEST QUARTER CORNER OF SECTION 28.

ENGINEER

LANDMARK SURVEYING AND ENGINEERING
3101 N. SILLECT AVE, SUITE 103
BAKERSFIELD, CA 93308
PHONE: (661) 859-1923
CONTACT: MICHAEL DAUSTER

OWNER

WONDERFUL REAL ESTATE DEVELOPMENT, LLC
4805 CENTENNIAL PLAZA WAY
BAKERSFIELD, CA 93312

MATERIALS LIST

ESTIMATED QUANTITIES, NOT TO BE USED FOR BIDDING PURPOSES

STREETS

MAJOR STREETS	3,832	LF
0.50' A.C./1.00' A.B. (EXPRESS AVENUE AND ZACHARY AVENUE)	101,097	SF
TYPE "A" A.C. PAVING = 3,665 TONS / CL-II A.B. = 3,744 CY		
6" CURB AND GUTTER	3,241	LF
6" CURB	628	LF
4" THICK SIDEWALK	16,205	SF
WHEEL CHAIR RAMPS	10	EA
SAWCUT	3,912	LF
STREET LIGHTS (9,500 LUMEN)	11	EA

STORM DRAIN

TYPE "A" CATCH-BASIN(S)	2	EA
18" STORM DRAIN	128	LF

WATER

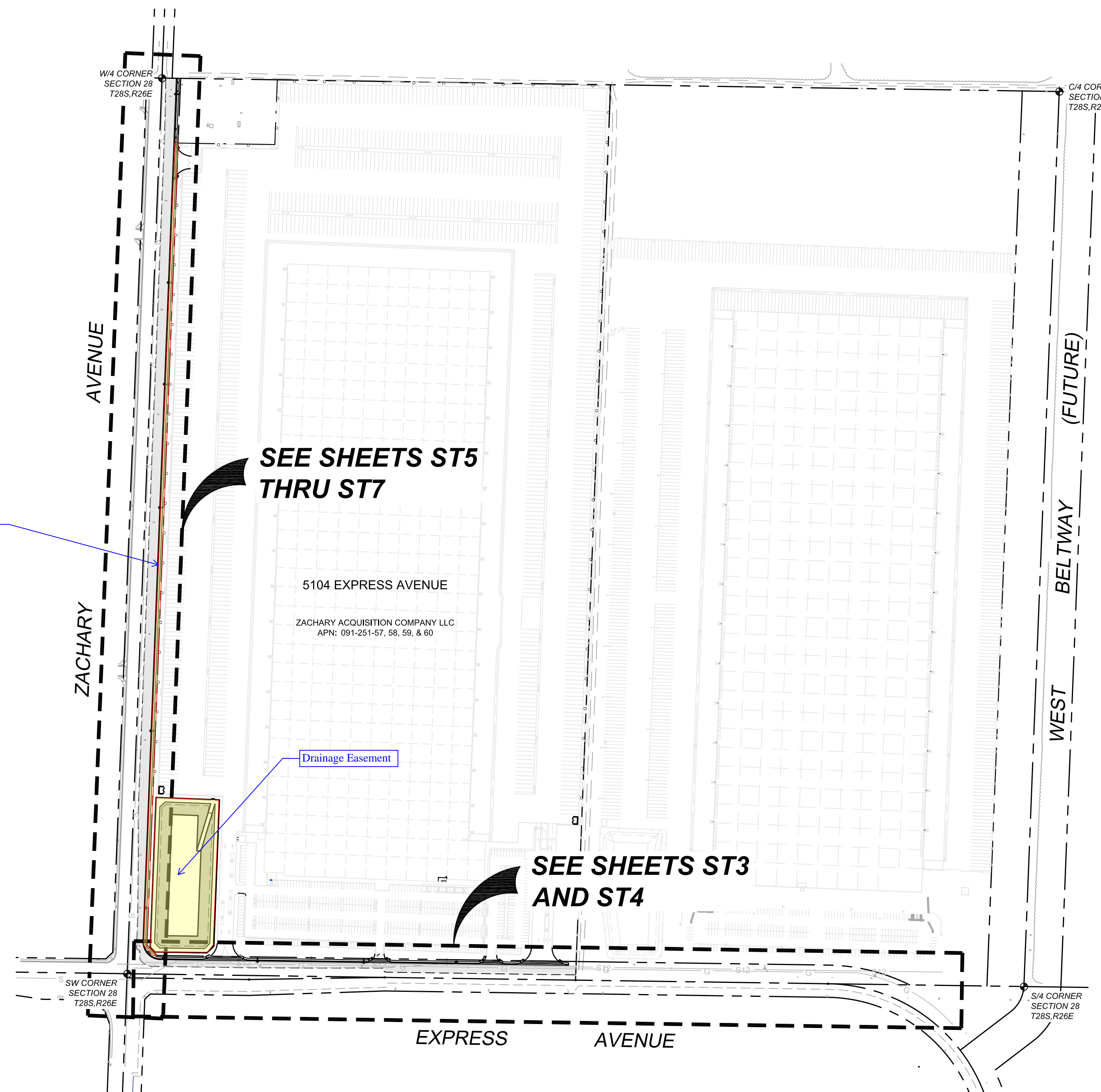
HYDRANT ASSEMBLIES	5	EA
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10-foot Street and Public Utility Easement

SEE SHEETS ST5 THRU ST7

Drainage Easement

SEE SHEETS ST3 AND ST4



INDEX MAP
SCALE: 1" = 220'

SHEET NO. INDEX

ST1	TITLE SHEET	JHH	3/24
ST2	GENERAL NOTES & CROSS-SECTIONS	JHH	1/25
ST3	STREET PLAN - EXPRESS AVENUE		
ST4	STREET PLAN - EXPRESS AVENUE		
ST5	STREET PLAN - ZACHARY AVENUE		
ST6	STREET PLAN - ZACHARY AVENUE		
ST7	STREET PLAN - ZACHARY AVENUE		
ST8	STRIPING PLAN - EXPRESS AVENUE		
ST9	STRIPING PLAN - ZACHARY AVENUE		
ST10	STANDARD DETAILS - CITY OF SHAFTER STANDARD DETAILS		
ST11	STANDARD DETAILS - CITY OF SHAFTER STANDARD DETAILS		

STANDARD DETAILS USED

STREET	
S-1	CURB & GUTTER
S-4	STREET COMPACTION SPECIFICATIONS
S-8	ADJUST EXISTING FACILITIES TO GRADE
S-16	SIDEWALK TYPE II
S-18	WHEELCHAIR RAMPS
S-19	SIDEWALK AT INTERSECTION
S-20	STREET LIGHT
S-30	STREET CROSS SECTIONS

THE ABOVE CITY OF SHAFTER STANDARD DRAWINGS SHALL BE CONSIDERED A PART OF THESE PLANS. (CONTRACTOR TO OBTAIN LATEST EDITION THEREOF FROM THE CITY ENGINEER).

NOTE:

IF THE PROJECT IS SUBJECT TO THE PROVISIONS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES), A "NOTICE OF INTENT" (NOI) TO COMPLY WITH THE TERMS OF THE GENERAL PERMIT TO DISCHARGE STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY (SWRCB ORDER NO. 2009-009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND ORDER 2012-0006-DWQ) MUST BE FILED WITH STATE WATER RESOURCES CONTROL BOARD IN SACRAMENTO BEFORE THE BEGINNING OF ANY CONSTRUCTION ACTIVITY. COMPLIANCE WITH THE GENERAL PERMIT REQUIRES THAT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) BE PREPARED, CONTINUOUSLY CARRIED OUT, AND ALWAYS BE AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL CONSTRUCTION HOURS.

UTILITY NOTE:

NOT ALL UTILITIES WERE LOCATED BY THIS SURVEY AND LANDMARK SURVEYING AND ENGINEERING, INC. ASSUMES NO RESPONSIBILITY FOR UNDERGROUND UTILITIES OR FACILITIES NOT SHOWN OR FOR INFORMATION OBTAINED FROM OUTSIDE SOURCES.
CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION.

THESE PLANS AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY DIRECTION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH CITY OF SHAFTER ORDINANCES, STANDARDS AND DESIGN CRITERIA, AND INCLUDE ALL IMPROVEMENT REQUIREMENTS OF THE ADVISORY AGENCY OR OTHER REVIEW BOARD.

ANY ERRORS, OMISSIONS OR OTHER VIOLATIONS OF THOSE ORDINANCES, STANDARDS OR DESIGN CRITERIA ENCOUNTERED DURING CONSTRUCTION SHALL BE CORRECTED AND SUCH CORRECTIONS REFLECTED ON CORRECTED PLANS SUBMITTED TO THE CITY ENGINEER.

SUBMITTED BY: John H. Hulson, Sr. 03/24/2023
DATE: 03/24/2023

APPROVED BY: Kevin L. Harmon, R.C.E. 3/27/2023
DATE: 3/27/2023
CITY OF SHAFTER CITY ENGINEER

REV. NO.	DATE	DESCRIPTION
1	01/24/2023	1ST PLAN CHECK - COMMENT REVISIONS
2	03/24/2023	2ND PLAN CHECK - COMMENT REVISIONS



5104 EXPRESS AVENUE
OFFSITE IMPROVEMENT PLANS
TITLE SHEET

JOB No.: 2267.22
FILE: 5104 EXPRESS
DATE: 03/24/2023
DRAWN BY: JRA
CHECKED BY: JHH
SCALE: NO SCALE
SHEET

ST1
1 OF 11 SHEETS

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

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

APN: 091-255-12, 091-255-13
091-255-14 and 091-255-15

The undersigned declares that the documentary transfer is \$0.00 since this is a conveyance of an easement and the consideration is less than \$100.00 "Exempt from the fee per GC 27388.1 (a)(1) payment of recording fees expressly exempted by law."

**EASEMENT GRANTED FOR STREET AND
PUBLIC UTILITY PURPOSES FOR ZACHARY AVENUE**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

Owner: **5104 EXPRESS AVENUE PROPERTY LLC**, a Delaware limited liability company

(hereinafter called "**Grantor**"), hereby grants to the **CITY OF SHAFTER**, a California municipal corporation, (hereinafter called "**Grantee**"), a non-exclusive perpetual easement for street and public utility purposes, including, but not limited to, the right to operate, maintain, repair, reconstruct, alter, and remove public street improvements, public utilities, public landscaping including wall improvements, and any appurtenant and necessary surface and subsurface structures, fittings and other equipment, upon, over, and across those certain strips of land owned by Grantor in the County of Kern, State of California (the "**Easement**"), more particularly described on Exhibit "A-1" and Exhibit "A-2" attached hereto and incorporated herein by reference, and depicted on Exhibit "B" attached hereto and incorporated herein by reference (the "**Easement Area**").

This Easement shall be subject to the following terms and conditions:

1. Use. The Easement is solely for street and public utility purposes, and shall be dedicated as an easement for public purposes.
2. Acknowledgment of Prior Rights. This Easement is subject to all existing covenants, conditions, restrictions, reservations, easements, servitudes, and rights of way, whether of record or not. .
3. No Obstructions. Grantor agrees to keep this Easement open, clear, and free from any new agricultural crops, buildings and structures of any kind.
4. Grantee Maintenance Obligations. Grantee shall maintain the Easement Area, at Grantee's sole cost and expense. Upon the completion of any maintenance, or other uses of the Easement Area, as provided for by this Easement, Grantee shall restore the surface of the Easement Area to the condition it was in prior to such maintenance.
5. Grantee Indemnification. Grantee shall defend, indemnify and hold harmless Grantor and Grantor's past, present and future parents, subsidiaries and affiliates, and their respective directors,

officers, shareholders, partners, members, managers, employees, agents, trustees, attorneys, representatives, affiliates, predecessors in interest, successors and assigns, from and against all claims, liabilities, costs and expenses, including reasonable attorneys' fees at market rates, incident to or arising directly or indirectly out of (i) the acts or omissions of Grantee, its contractors and invitees, and their employees and agents in the exercise of (or failure to exercise) the rights granted hereunder (including, without limitation, personal injury or death and property damage), or (ii) the Grantee's breach of any term or condition of this Easement.

6. Grantee Insurance. Grantee, at its sole cost and expense, shall at all time carry general comprehensive liability and property insurance with limits of liability adequate to cover Grantee's activities on the Easement Area and Grantor's adjacent property and Grantee's indemnification obligations herein, but in no event shall the policy limit of any such insurance be less than Two Million Dollars (\$2,000,000.00), and all such policies shall name Grantor as an additional insured.
7. Compliance with Laws. Grantee shall cause the Easement Area to be engineered, constructed, maintained and repaired, in compliance with all applicable federal, state, and local laws, orders, rules, regulations, and directions of any governmental authority having jurisdiction whether now or in the future, including, but not limited to, all applicable environmental laws and all laws regulating the handling, manufacturing, treatment, storage, disposal, discharge, use or transportation of toxic or hazardous substances, materials or wastes or any wastes regulated under any federal, state or local law, rule or regulation. If Grantee or any of its contractors, invitees or other agents shall cause any release of any hazardous substances on, in or above the Grantor's property or the Easement Area, or otherwise violate any applicable environmental law, Grantee, at its sole cost and expense, shall promptly remediate such release to the satisfaction of Grantor and any governmental body having jurisdiction. If Grantee fails to do the foregoing, Grantor may do such work at the cost and expense of Grantee.
8. No Mechanics' Liens. Grantee shall not permit or allow any mechanic's lien, materialmen's lien or other similar lien to attach to or be enforced against any portion of Grantor's property (including without limitation the Easement Area), except only such liens as may secure the payment of costs incurred but not yet due or delinquent.
9. No Consequential Damages. In no event shall Grantor be liable to Grantee for any direct, indirect or consequential damages incurred by Grantee resulting from Grantee's use of, or inability to use, the Easement granted herein.
10. Benefits and Burdens. Subject to Section 12 below, this Easement is for the benefit of Grantee, to have and to hold forever, subject to the terms and conditions contained herein. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and shall inure to the respective heirs, successors, assigns, and tenants of Grantor and Grantee.
11. Abandonment. This Easement may be terminated in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9 of Streets and Highways Code of the State of California. Such termination may only be made by the City Council of the City of Shafter. In the event Grantee abandons the Easement, Grantee shall execute and deliver a quitclaim deed conveying all of its right, title and interest in and to the Easement to Grantor.
12. Attorneys' Fees. In the event of any controversy, claim, or dispute between the parties arising out of or relating to this Easement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees, and costs.

13. Counterparts. This Easement may be signed in multiple counterparts, each of which shall be considered an original, but all of which, taken together, shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument as of this ____ day of _____, 20 ____.

GRANTOR:

5104 EXPRESS AVENUE PROPERTY LLC,

a Delaware limited liability company

By: _____

Name: _____

Its: _____

GRANTEE:

CITY OF SHAFTER

By: _____

Name: _____

Its: _____

EXHIBIT "A"
LEGAL DESCRIPTION FOR ADDITIONAL RIGHT OF WAY
ZACHARY AVENUE

BEING A PORTION OF PARCEL A OF PARCEL MERGER NO. 26-15 RECORDED APRIL 29, 2026, PER CERTIFICATE OF COMPLIANCE IN DOCUMENT NO. 226048079 OF OFFICIAL RECORDS. ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 AND THE CENTERLINE OF ZACHARY AVENUE (COUNTY ROAD NO. 934), NORTH 01°24'18" EAST, A DISTANCE OF 55.00 FEET, THENCE LEAVING THE WEST LINE OF OF THE SOUTHWEST QUARTER OF SAID SECTION 28 AND THE CENTERLINE OF SAID ZACHARY AVENUE, NORTH 89°59'46" EAST, A DISTANCE OF 65.51 FEET TO THE **TRUE POINT OF BEGINNING**;

- 1) THENCE NORTH 43°28'33" WEST, A DISTANCE OF 28.63 FEET;
- 2) THENCE PARALLEL WITH SAID CENTERLINE, NORTH 01°24'18" EAST, TO A POINT ON THE SOUTHERLY LINE OF A CITY OF SHAFTER WELL SITE RECORDED MAY 25, 2021, IN DOCUMENT NO. 221098697 OF OFFICIAL RECORDS, A DISTANCE OF 2,378.03 FEET;
- 3) THENCE ALONG THE SOUTHERLY LINE OF SAID CITY OF SHAFTER WELL SITE, SOUTH 89°57'57" EAST, A DISTANCE OF 10.00 FEET;
- 4) THENCE LEAVING THE SOUTHERLY LINE OF SAID CITY OF SHAFTER WELL SITE AND PARALLEL WITH THE CENTERLINE OF SAID ZACHARY AVENUE, SOUTH 01°24'18" WEST, A DISTANCE OF 2,367.78 FEET;
- 5) THENCE SOUTH 43°28'33" EAST, A DISTANCE OF 42.95 FEET TO THE NORTHERLY RIGHT OF WAY OF EXPRESS AVENUE;
- 6) THENCE ALONG THE NORTHERLY RIGHT OF WAY OF EXPRESS AVENUE, SOUTH 89°59'46" WEST, A DISTANCE OF 20.25 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINS 0.56 ACRES, MORE OR LESS



MICHAEL E. DAUSTER

04/29/2026

DATE

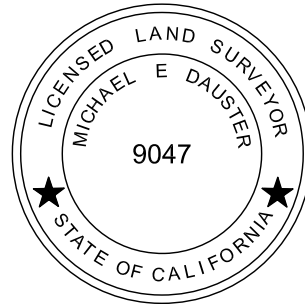
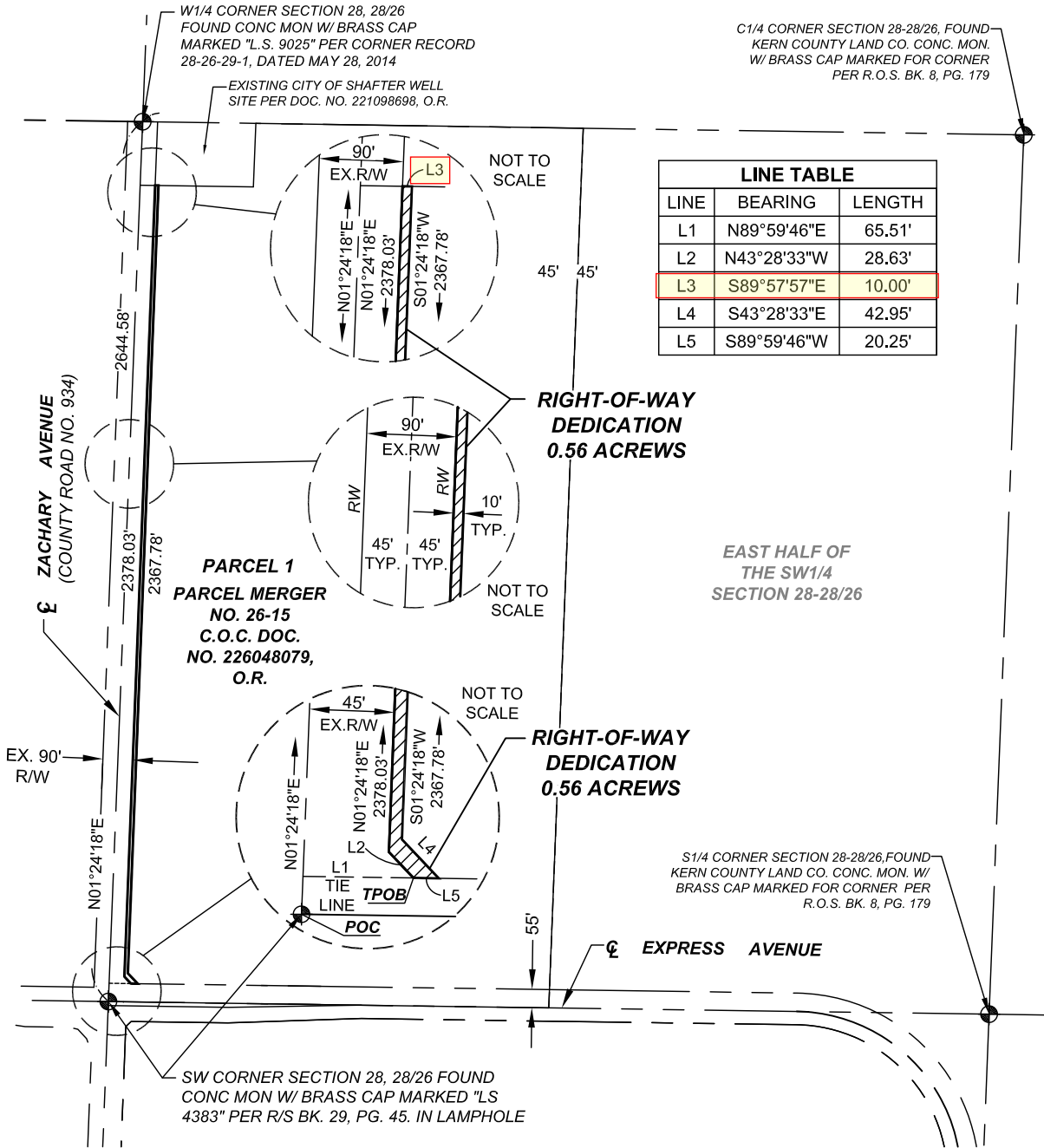
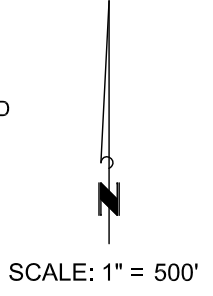


EXHIBIT "B"

BEING A PORTION OF PARCEL A OF PARCEL MERGER NO. 26-15 RECORDED APRIL 29, 2026, PER CERTIFICATE OF COMPLIANCE IN DOCUMENT NO. 226048079 OF OFFICIAL RECORDS, ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.



- LEGEND:**
- SECTION CORNER AS DESCRIBED
 - EASEMENT DEDICATION
 - TYP. TYPICAL
 - POC POINT OF COMMENCEMENT
 - TPOB TRUE POINT OF BEGINNING



"THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY"

SHEET 4 OF 6

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

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

APN: 091-255-15

The undersigned declares that the documentary transfer is \$0.00 since this is a conveyance of an easement and the consideration is less than \$100.00 "Exempt from the fee per GC 27388.1 (a)(1) payment of recording fees expressly exempted by law."

EASEMENT FOR PUBLIC STORM DRAIN PURPOSES

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

Owner: **5104 EXPRESS AVENUE PROPERTY LLC**, a Delaware limited liability company

hereinafter called "**GRANTOR**", hereby grants to the **CITY OF SHAFTER**, a California municipal corporation, hereinafter called "**GRANTEE**", a nonexclusive perpetual easement and right-of-way, consent, and approval for public storm drain purposes, including the right to construct, operate, maintain, repair, reconstruct, alter, and remove public storm drain pipelines, manholes, inlets, connections, fittings, and their equivalents, over, and across that certain described parcel of land in the City of Shafter, County of Kern, State of and California, more particularly described as follows:

SEE EXHIBITS "A" and "B"

Said real property to be dedicated as an easement for public purposes and shall be kept open, clear and free from buildings and structures of any kind.

This easement is subject to all existing conditions, restrictions, reservations, easements, servitudes and rights of way, whether of record or not.

IN WITNESS WHEREOF, the parties have executed this instrument as of this _____ day of _____, 20____.

GRANTOR:

5104 EXPRESS AVENUE PROPERTY LLC,

a Delaware limited liability company

By: _____

Name: _____

Its: _____

{2862154.1}

EXHIBIT "A"
LEGAL DESCRIPTION FOR DRAINAGE BASIN
AT 5401 EXPRESS AVENUE

BEING A PORTION OF PARCEL A OF PARCEL MERGER NO. 26-15 RECORDED APRIL 29, 2026, PER CERTIFICATE OF COMPLIANCE IN DOCUMENT NO. 226048079 OF OFFICIAL RECORDS. ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE ALONG THE CENTERLINE OF ZACHARY ROAD (COUNTY ROAD NO. 934), NORTH 01°24'18" EAST, A DISTANCE OF 55.00 FEET, THENCE LEAVING SAID CENTERLINE, NORTH 89°59'46" EAST, A DISTANCE OF 85.76 FEET TO THE **TRUE POINT OF BEGINNING**;

- 1) THENCE NORTH 43°28'33" WEST, A DISTANCE OF 42.95 FEET;
- 2) THENCE PARALLEL WITH SAID CENTERLINE, NORTH 01°24'18" EAST, A DISTANCE OF 443.46 FEET;
- 3) THENCE SOUTH 87°46'17" EAST, A DISTANCE OF 197.13 FEET;
- 4) THENCE SOUTH 02°11'51" WEST, A DISTANCE OF 469.35 FEET TO THE NORTHERLY RIGHT OF WAY OF EXPRESS AVENUE;
- 5) THENCE ALONG THE NORTHERLY RIGHT OF WAY OF EXPRESS AVENUE, SOUTH 89°59'46" WEST, A DISTANCE OF 166.70 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINS 2.13 ACRES, MORE OR LESS.



MICHAEL E. DAUSTER

04/29/2026

DATE

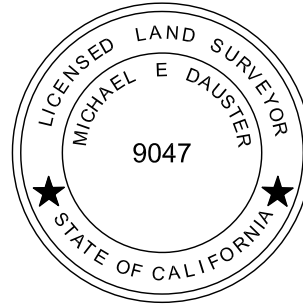
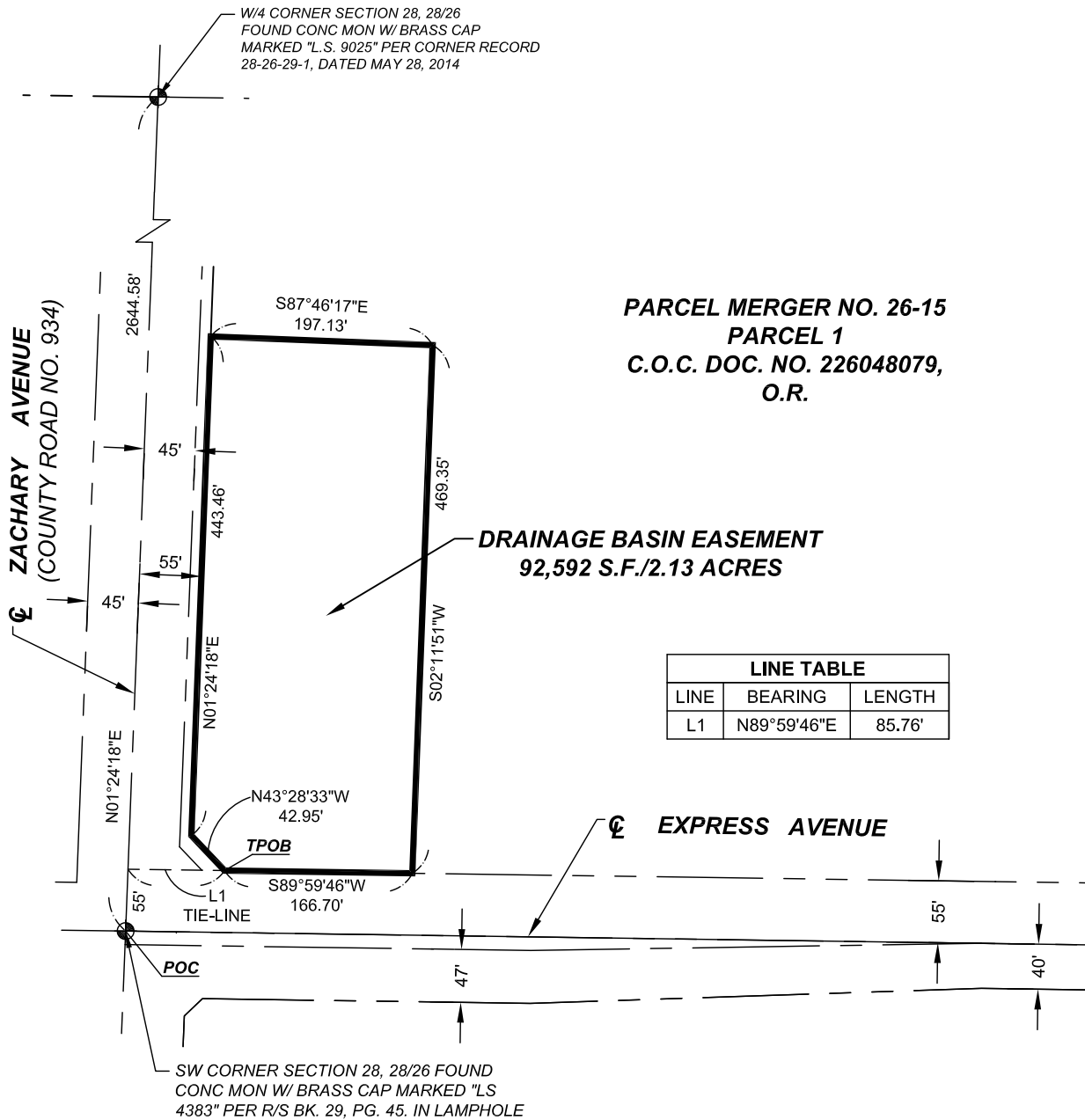


EXHIBIT "B"

BEING A PORTION OF PARCEL A OF PARCEL MERGER NO. 26-15 RECORDED APRIL 29, 2026, PER CERTIFICATE OF COMPLIANCE IN DOCUMENT NO. 226048079 OF OFFICIAL RECORDS, ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.



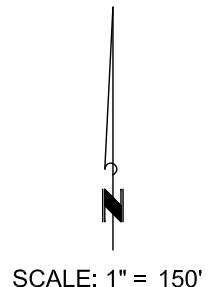
**PARCEL MERGER NO. 26-15
PARCEL 1
C.O.C. DOC. NO. 226048079,
O.R.**

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°59'46"E	85.76'



LEGEND:

- SECTION CORNER AS DESCRIBED
- EASEMENT DEDICATION
- C.O.C. CERTIFICATE OF COMPLIANCE
- POC** POINT OF COMMENCEMENT
- TPOB** TRUE POINT OF BEGINNING



"THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY"