



**PLANNING COMMISSION AGENDA
MEETING OF MARCH 18, 2021
Council Chambers, City Hall South, 1501 Truxtun Ave
Regular Meeting 5:30 P.M.**

www.bakersfieldcity.us

1. ROLL CALL

**LARRY KOMAN, CHAIR
BOB BELL
MICHAEL BOWERS
DANIEL CATER
BARBARA LOMAS
PATRICK WADE**

SPECIAL NOTICE

**Public Participation and Accessibility
March 18, 2021 Bakersfield City Council Meeting**

On March 18, 2020, Governor Gavin Newsom issued Executive Order N-29-20, which includes a waiver of Brown Act provisions requiring physical presence of the Council or the public in light of the COVID-19 pandemic. Based on guidance from the California Governor's Office, the Department of Public Health, as well as the County Health Officer, the City of Bakersfield hereby provides notice that as a result of the above Orders and recent surge of the COVID-19 virus, the following adjustments have been made:

1) DUE TO THE RECENT SURGE OF COVID-19, THE PLANNING COMMISSION MEETING OF MARCH 18, 2021, AT 5:30 P.M. HAS LIMITED SEATING TO THE GENERAL PUBLIC. AS SUCH, ONLY THOSE INTERESTED IN MAKING A COMMENT DURING CONSENT AND NON-CONSENT PUBLIC HEARING ITEMS WILL BE ALLOWED TO DO SO.

2) Consistent with the Executive Order, Commissioners may elect to attend the meeting telephonically and to participate in the meeting to the same extent as if they were physically present.

- The public may stream a live view of the Planning Commission meeting at : <https://www.bakersfieldcity.us/543/Meeting-Broadcasts-Videos>, on your local government channel (Kern County Television)

3) OPTIONS TO SUBMIT A COMMENT TO THE PLANNING COMMISSION FOR THIS MEETING IS AS FOLLOWS:

- If you wish to comment on a **specific agenda item**, submit your comment via email to the Development Services/Planning Division at **DEVPln@bakersfieldcity.us** no later than **12:00 p.m. (noon)** prior to the Planning Commission meeting. Please clearly indicate which agenda item number your comments pertain to.
- If you wish to make a **general public comment** not related to a specific agenda item, submit your comment via email to the Development Services/Planning Division at **DEVPln@bakersfieldcity.us** no later than **12:00 p.m. (noon)** prior to the Planning Commission meeting.
- Alternatively, you may comment by calling **(661) 326-3043** and leaving a voicemail of no more than 3 minutes no later than **4:00 p.m. the Wednesday prior** to the Planning Commission meeting. Your message must clearly indicate whether your comments relate to a particular agenda item, or a general public comment. If your comment meets the foregoing criteria, it will be transcribed as accurately as possible.
- All comments received will not be read, but will be provided to the Planning Commission before the meeting and included as part of the permanent public record of the meeting.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC STATEMENTS

- a. Presentation to Commissioner Bob Bell.

4. CONSENT CALENDAR ITEMS

- a. Approval of minutes for the Regular Planning Commission meeting of March 4, 2021.
Staff recommends approval.

5. CONSENT PUBLIC HEARINGS

Ward 5

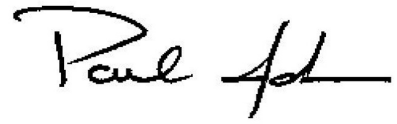
- a. **Vesting Tentative Tract Map 7376 (Phased):** Porter and Associates is proposing to subdivide 42.78 gross acres into 144 single family residential lots, one drill site lot, and various landscape lots with private streets located on the south side of Muirlands Parkway, east of South Allen and west of Windermere Street. Certified West Ming Specific Plan EIR is on file.
Staff recommends approval.

Ward 4

- b. **Comprehensive Sign Plan No. 21-0080:** Vital Signs of Bakersfield is requesting a comprehensive sign plan for the Eagle Oaks Shopping Center in the C-2/PCD (Regional Commercial/Planned Commercial Development Zone) district, located on the northeast corner of Stockdale Highway and Allen Road. Notice of Exemption on file.

Refer back to staff.

6. **NON-CONSENT PUBLIC HEARINGS**
7. **COMMUNICATIONS**
8. **COMMISSION COMMENTS**
9. **ADJOURNMENT**

A handwritten signature in black ink, appearing to read "Paul Johnson", with a stylized flourish at the end.

Paul Johnson
Planning Director



COVER SHEET

PLANNING DEPARTMENT STAFF REPORT

MEETING DATE: March 18, 2021

ITEM NUMBER: 1.()

TO:

FROM:

PLANNER:

DATE:

WARD:

SUBJECT:

LARRY KOMAN, CHAIR

BOB BELL

MICHAEL BOWERS

DANIEL CATER

BARBARA LOMAS

PATRICK WADE

SPECIAL NOTICE

Public Participation and Accessibility

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APPLICANT:

OWNER:

LOCATION:

STAFF RECOMMENDATION:



COVER SHEET

PLANNING DEPARTMENT STAFF REPORT

MEETING DATE: March 18, 2021

ITEM NUMBER: Public Statements3.(a.)

TO: Planning Commission

FROM: Paul Johnson, Planning Director

PLANNER:

DATE:

WARD:

SUBJECT: Presentation to Commissioner Bob Bell.

APPLICANT:

OWNER:

LOCATION:

STAFF RECOMMENDATION:



COVER SHEET

PLANNING DEPARTMENT STAFF REPORT

MEETING DATE: March 18, 2021

ITEM NUMBER: 4.(a.)

TO:

FROM:

PLANNER:

DATE:

WARD:

SUBJECT: Approval of minutes for the Regular Planning Commission meeting of March 4, 2021.

APPLICANT:

OWNER:

LOCATION:

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description	Type
☐ Minutes of March 4, 2021	Cover Memo



PLANNING COMMISSION MINUTES

Regular Meeting of March 4, 2021 – 5:30 p.m.
Council Chambers, City Hall, 1501 Truxtun Avenue

ACTION TAKEN

1. ROLL CALL

Present: Chair Koman, Bowers, Cater, Lomas,

Absent: Commissioners Bell, Wade

Staff Present: Viridiana Gallardo-King, Deputy City Attorney; Paul Johnson, DS Planning Director; Jennie Eng, DS Principal Planner; Tony Jaquez, DS Associate Planner; Manpreet Behl; PWD Civil Engineer III; Dana Cornelius, Secretary.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC STATEMENTS

None.

4. CONSENT ITEMS

- a. Approval of minutes for the Regular Planning Commission meeting of February 18, 2021.

Motion by Commissioner Cater, seconded by Commissioner Bell, to approve Consent Calendar Non-Public Hearing Items 4.a. Motion approved.

**APPROVED
BELL, WADE
ABSENT**

5. CONSENT PUBLIC HEARINGS

- a. **Extension of Time for Vesting Tentative Parcel Map 12251 (Phased):** McIntosh & Associates is requesting an extension of time for this tentative parcel map consisting of 9 commercial parcels on 32.01 acres, and one residential zoned designated remainder located on the northeast corner of Panama Lane and Old River Road. Notice of Exemption on file.

RES NO 13-21

Public hearing open and closed.

Motion by Commissioner Cater, seconded by Commissioner Bowers to approve Consent Calendar Hearing 5.a.

**APPROVED
BELL, WADE
ABSENT**

ACTION TAKEN

- b. Tentative Tract Map 7383:** Jonathan Zumwalt is proposing to subdivide 26.08 acres into 24 single family residential lots, one sump lot, and one 15.67-acre lot as a designated remainder located at the northeast corner of Reina Road and Old Farm Road. Addendum to a previously adopted Negative Declaration is on file.

**MOVED TO
NON-
CONSENT
PUBLIC
HEARING**

Member of the public requested Item 5.b be moved to the non-consent public hearings portion of the agenda for discussion.

- c. Administrative Review No. 21-0061:** Porter & Associates, Inc., requests to release a 20-foot-wide portion of an access easement as encumbered by a recorded covenant of easement within Parcel Map 12232, located at the southwest corner of Stockdale Highway and (future) Westside Parkway Alignment. A Notice of Exemption is on file.

RES NO 15-21

Public hearing open and closed.

Motion by Commissioner Bowers, seconded by Commissioner Lomas to approve Consent Public hearings Item 5.c. Cater recused. Motion approved.

**APPROVED
CATER
RECUSED
BELL, WADE
ABSENT**

6.

NON-CONSENT PUBLIC HEARINGS

- a. Tentative Tract Map 7383:** Jonathan Zumwalt is proposing to subdivide 26.08 acres into 24 single family residential lots, one sump lot, and one 15.67-acre lot as a designated remainder located at the northeast corner of Reina Road and Old Farm Road. Addendum to a previously adopted Negative Declaration is on file.

RES NO 14-21

Staff report given. Public Hearing open. One person spoke in favor. Five people spoke in opposition. A five-minute rebuttal period was given to both sides. Public hearing closed. Commission deliberated.

**APPROVED
KOMAN – NO
BELL, WADE
ABSENT**

Motion by Commissioner Cater, seconded by Commissioner Bowers to approve Item 6.a., incorporating Staff's memorandum. Motion approved, with Chair Koman voting no.

7. COMMUNICATIONS

Planning Director Paul Johnson announced the resignation of Vice-Chair Oscar Rudnick effective February 26, 2021.

Planning Director Johnson stated that after the Commission approved the VA Clinic, both the Conditional Use Permit and the Site Plan Review were appealed to the City Council. City Council denied the appeals, and the project is approved. He also said there would be a Planning Commission meeting on March 18, 2021.

8. COMMISSION COMMENTS

None

9. ADJOURNMENT

There being no further business, Chair Koman adjourned the meeting at 6:46 p.m.

Dana Cornelius
Recording Secretary

Paul Johnson
Planning Director



COVER SHEET

PLANNING DEPARTMENT

STAFF REPORT

MEETING DATE: March 18, 2021

ITEM NUMBER: Consent Public
Hearings5.(a.)

TO: Planning Commission

FROM: Paul Johnson, Planning Director

PLANNER: Tony Jaquez, Associate Planner

DATE:

WARD: Ward 5

SUBJECT:

Vesting Tentative Tract Map 7376 (Phased): Porter and Associates is proposing to subdivide 42.78 gross acres into 144 single family residential lots, one drill site lot, and various landscape lots with private streets located on the south side of Muirlands Parkway, east of South Allen and west of Windermere Street. Certified West Ming Specific Plan EIR is on file.

APPLICANT: Porter and Associates

OWNER: Bolthouse Land Company, LLC

LOCATION: Located on the south side of Muirlands Parkway, east of South Allen and west of Windermere Street in west Bakersfield.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Conditions	Exhibit
<input type="checkbox"/> Maps	Exhibit
<input type="checkbox"/> Notice of Determination	Backup Material
<input type="checkbox"/> WM Dev Agreements	Backup Material
<input type="checkbox"/> Wall and Landscape	Backup Material

CITY OF BAKERSFIELD PLANNING DEPARTMENT STAFF REPORT

TO: Chair Koman and Members of the Planning Commission

AGENDA ITEM: 5.a

FROM: Paul Johnson, Planning Director

APPROVED: PJ

DATE: March 18, 2021

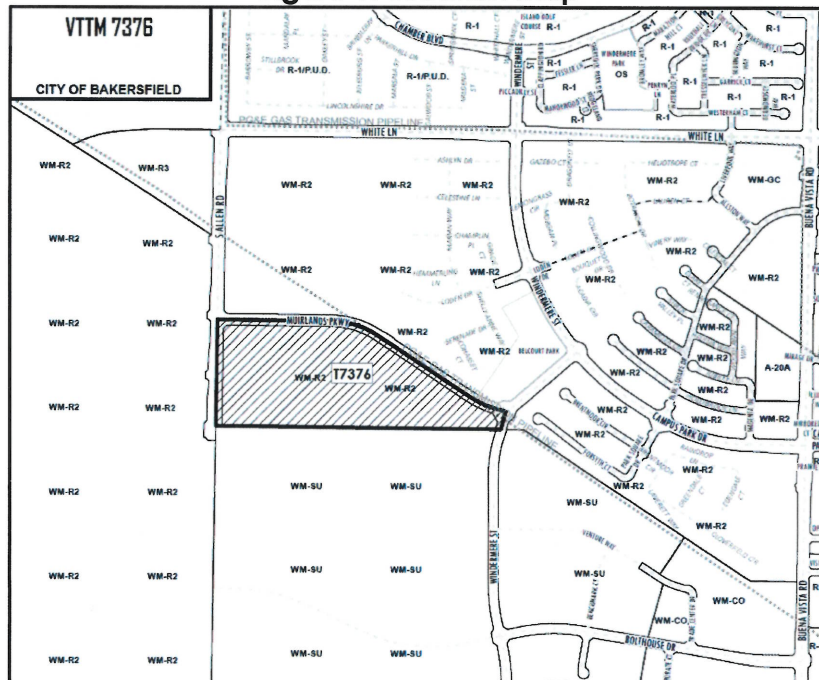
SUBJECT: VESTING TENTATIVE TRACT MAP 7376 – PHASED (WARD 5)

APPLICANT: ENGINEER
Porter & Associates, Inc.
1200 21ST Street
Bakersfield, CA 93301

PROPERTY OWNER
Summit Capital Ventures, Inc.
8725 Swigert Court
Bakersfield, CA 93311

LOCATION: Located on the south side of Muirlands Parkway, east of South Allen and west of Windermere Street in west Bakersfield (APN: 524-051-24 & -25)

Figure 1. Location Map



RECOMMENDATION:

Adopt Resolution and suggested findings **APPROVING** Vesting Tentative Tract Map 7376 (Phased) as depicted in the project description and recommended conditions.

Figure 2. Aerial Photo



Surrounding Land Uses.

The site and surrounding property's General Plan land use designation, zoning classification, and land use are specified in Table A.

Table A. Surrounding Land Use Designations and Zoning District			
DIRECTION	LAND USE DESIGNATION	ZONING DISTRICT	EXISTING LAND USE
SITE	WM – HMR	WM R-2	Vacant Land
NORTH	WM–LMR	WM R-2	Residential Development, Belcourt Park, and vacant Land
WEST	WM–LMR	WM R-2	Vacant Land
SOUTH	WM–SU	WM SU	Vacant Land
EAST	WM–LMR & WM–HMR	WM–R2	Residential development and Belcourt Park
Land Use Designations WM – HMR : West Ming - High Medium Residential (≤17.42 du/na) WM – LMR : West Ming – Low Medium Density Residential ≤ 10.0 du/net acre WM –SU : West Ming – Special Use		Zoning Designations WM-R2 : West Ming - Limited Multiple Family Dwelling WM-SU : West Ming – Special Use	

PROJECT ANALYSIS:

Background and Timeline.

The West Ming area was primarily farmed and in agricultural production from the early 1970's. While that still continues within a portion of the area, residential neighborhoods are also being established.

July 1, 1992. The project site was annexed to the City of Bakersfield as a part of the Buena Vista No. 5 Annexation (Annexation # 355).

August 15, 2007. City Council approved the West Ming Specific Plan (WMSP) via General Plan Amendment/Zone Change 03-1544. The WMSP is a 2,182-acre master-planned community that includes residential, commercial, recreational, schools, light industrial uses, special uses (as allowed within the Special Use District), and 56 acres of public parks. The WMSP allows a maximum of 7,450 residential units, a Town Center with 331,200 square feet of retail and office development, 478,880 square feet of commercial and 1,135,000 square feet for special uses including light industrial and oil extraction. The 42.78-acre project site is located in the residential portion of Village F, which is one of seven planned sections in the WMSP.

August 29, 2007. City Council approved a Development Agreement, which sets forth the developer's financial responsibilities in return for the ability to proceed with development of the WMSP in accordance with the existing policies, rules, and regulations included with the GPA/ZC 03-1544 (Ordinance No. 4457).

February 12, 2014. City Council approved a Circulation Element Amendment (GPA/ZC 13-0361) within the southern half of the West Ming Specific Plan area, adjusting the planned location of two local collector streets and corresponding multi-purpose trails to accommodate more refined details of the circulation pattern for future housing development. The proposed tract map accurately reflects approved roadway and multi-purpose trail alignments.

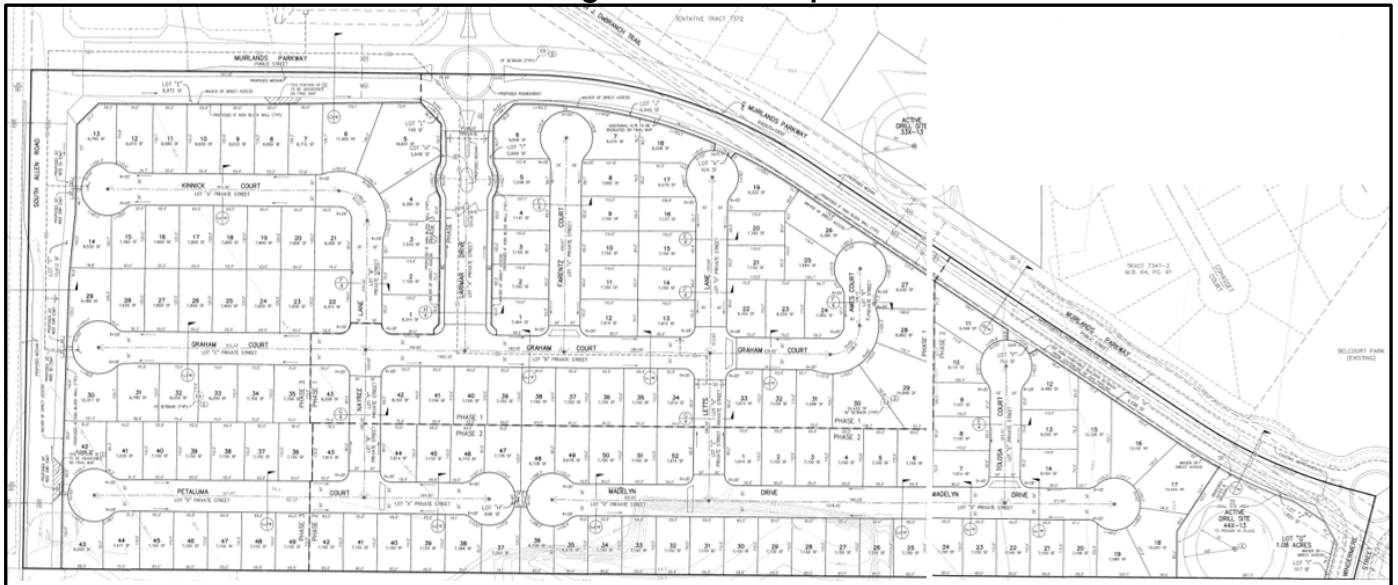
Analysis.

The proposed vesting tentative subdivision consists of 144 residential lots, one drill site lot, and various landscape lots on approximately 42 gross acres (26.31 net acres) for purposes of a private gated street single-family residential development. Residential lots range in size from 6,676 square feet to 18,631 square feet, and the typical lot size is 65 feet wide by 110 feet deep.

As proposed, the applicant intends to develop the 144 residential lots with single-family homes at a net density of 5.47 single-family dwelling units per net acre. However, there is no restriction limiting development of the subject property to single-family homes since the property is zoned for limited multi-family dwelling units. Whether the subdivision is developed with single-family (144 units) or multiple-family dwellings (263 units), the net density will need to be consistent with the West Ming-Low Medium Density Residential (less than or equal to 10 dwelling units per net acre).

Staff notes that Pacific Gas & Electric Company has two natural gas pipelines, both located along the subdivision's northeast map boundary within Muirlands Parkway's right of way. If approved, staff is recommending Condition No. 22.2 that states that no structure will be allowed to be constructed within 50 feet of the natural gas pipeline. The "no-build" zone will be indicated on the final maps adjacent to the natural gas line when the final maps are recorded.

Figure 4. Tract Map



Consistency/Deviation from Design Standards.

The applicant has requested four modifications from City standards as listed in Table B.

TABLE B: SUMMARY OF MODIFICATION REQUESTS		
MODIFICATION REQUEST	APPLICANT'S REASON / JUSTIFICATION	STAFF COMMENT / RECOMMENDATION
Non-radial and non-perpendicular lot lines throughout the subdivision	Non-radial and non-perpendicular lot lines allow for uniformity in lot widths.	Approve; all lots will meet or exceed the required street frontage widths. (Condition 1.3)
Double frontage lots. Phase 1: Lots 1-6; Phase 2: Lots 15-17; and Phase 3: Lots 1-5, and Lots 5-13	Access will be eliminated via waiver of direct access, construct a landscape lot and block wall to limit access to interior local streets.	Approve; with construction of masonry wall in accordance with City arterial and collector street standards and the West Ming Specific Plan. (Condition 1.2)
Reverse corner lots. Phase 1: Lots 22 & 24 Phase 2: Lots 7 & 14	Lots are arranged to front on intersecting streets.	Approve; lots are in a reverse corner position on only one side. (Condition 1.4)
Key lots. Phase 1: Lots 21 & 25 Phase 2: Lots 6 & 15	Lots are arranged to front on intersecting streets.	Approve; lots are in a reverse corner position on only one side. (Condition 1.4)
Modified private street cross sections. Cross-Sections H/4 and F/4	The streets will be privately maintained.	Approve; City staff has reviewed and does not object. (Condition 1.1)

Regarding double frontage lots, Section 16.28.170 H of the BMC is written to allow the Planning Commission flexibility in determining the appropriateness of these lots with considerations to design options and street functions. Ordinarily, double frontage lots are not recommended on local streets unless deemed appropriate by the City. Therefore, Condition No. 1.2 requires block walls and landscaping along Muirlands Parkway (local collector) and Larimar Drive (local), consistent with Planning Commission Resolution 44-10 and the design requirements of the WMSP. Prior to recordation of any lot adjacent these streets, the subdivider will construct walls, landscaping according to the WMSP (Condition 27). Furthermore, Condition 9.1 requires waivers of direct access onto any arterial and collector streets.

The WMSP includes unique design elements that vary from typical City Standards. The proposed subdivision will include detached sidewalks, multi-use trails, enhanced landscaping and traffic calming features along streets. The Home Owners Association (HOA) will maintain all common landscape areas and private streets. Furthermore, while South Allen Road and Muirlands Parkway are public streets, the median and adjacent landscaping will be privately maintained by the HOA (Condition No. 38).

Circulation.

Access into the proposed tract is from Muirlands Parkway, a local collector street, to Larimar Drive, a local private street and gated entrance. The developer proposes traffic calming devices within the subdivision and two roundabouts, one along the north boundary at the intersection of Muirlands Parkway and Larimar Drive and the other along the east boundary at the intersection of Muirlands Parkway and Windermere Street.

The WMSP circulation system includes roadways with an extensive bicycle and pedestrian multi-purpose trail network throughout the project area. The trail system will include routes along multiple major streets, in this case along the west boundary of the subdivision. The project and adjacent projects will contribute towards the development of the open space trail segment to connect to the trail network. According to the City's Bikeway Master Plan the closest designated bike route is South Allen Road as Class 2 facilities (bike lanes).

The project site is subject to the City's policy for "Complete Streets," which requires that all transportation facilities (including sidewalks and pedestrian access) consider bicyclists, pedestrians, transit and motorists. There are currently no Golden Empire Transit (GET) bus routes that run along the project site; however, when project streets and surrounding streets are fully developed, standard bus bays may be located at nearby intersections if designated as a bus route by GET.

Park Land In-Lieu Fees/Dedication.

The nearest existing park to the subdivision is the 8.2 Belcourt Park, located at the north side of the intersection Windermere Street and Muirlands Parkway. The West Ming Specific Plan requires development of parks, open space, and recreational facilities. Public park sites will be provided within five of the West Ming villages, including the project site which is a portion of Village F. All of the West Ming public parks will be improved by the developer and then dedicated to the City.

In addition to public park improvements and dedication, the West Ming Specific Plan also requires development of private parks, recreation centers, and other open space. Should the project be approved, Condition No. 29 requires all final maps include a statement that the subdivision is subject to the adopted West Ming Specific Plan and terms of Development Agreement No. 07-310.

Mineral Rights.

The applicant is requesting the Planning Commission approve waiver of mineral rights signatures on the final map pursuant to BMC 16.20.060 A.1. The preliminary title report indicates that by recorded document, the mineral rights owners have waived their right to surface entry. Staff recommends the Planning Commission approve waiver of these signatures on the final map.

The subdivider has provided one drill site located at the southeast corner of the proposed subdivision. The 1.08 net acre drill site configuration was established per a recorded Surface Use Agreement, Document No. 0215078529, O.R. The drill site, identified as 44X-13 shown in Phase 2, as Lot "G" consists of a single access point per William Kelleher, Canfield Ranch Holdings, LLC and Bolthouse Properties, LLC. The access shall be reliably maintained to the continual satisfaction of the dominant mineral estate. (Condition No. 38)

The project site is within California Geologic Energy Management (CalGEM) Division administrative boundaries of the Canfield Ranch oil field. Their records indicate there is one active oil well, "Gosford 4" 44X-13, A.P.I. No. 040-300328, and two known plugged oil and gas wells, "Gosford 4" 14-13, A.P.I. No. 040-2904433 and "Gosford 4" 34-13, A.P.I. No. 040-2904435. Should the project be approved Conditions No. 32-33 require the applicant to consult with CalGEM prior to commencement of any work in order to: 1) to locate, uncover, and leak test the abandoned wells; 2) provide soil testing and any required remediation; and 3) notify CalGEM if any additional wells are encountered during construction activities. In addition to the plugged and abandoned wells, there are also pipelines associated to the oil and gas production on the property. Condition No. 35 requires all lots within ten feet of any abandoned oil well show and label the dwelling setbacks accordingly. If an additional well is uncovered, the subdivider must consult with CalGEM regarding proper abandonment of the well, in accordance with State law and the Bakersfield Municipal Code (Condition No. 33).

ENVIRONMENTAL REVIEW AND DETERMINATION:

Pursuant to the California Environmental Quality Act (CEQA) an initial study was prepared for the original project (GPA/ZC #03-1544) and an Environmental Impact Report (EIR) was certified on August 15, 2007. In accordance with CEQA Section 15162, no further environmental documentation is necessary because no substantial changes to the original project are proposed, there are no substantial changes in circumstances under which the project will be undertaken, and no new environmental impacts have been identified.

Mitigation measures from GPA/ZC #03-1544 related to agricultural resources, air quality, biological resources, cultural resources, geology and soils, hazardous and hazardous materials, hydrology and water quality, and mineral resources, have been included with the attached conditions of approval (No. 41 through 83).

PUBLIC NOTIFICATION:

Notice of public hearing before the Planning Commission of the City of Bakersfield for the project was advertised in the newspaper and posted on the bulletin board of the Bakersfield City Planning Department. All property owners within 300 feet of the project site were notified about the hearing and the proposed subdivision at least 10 days prior to the public hearing in accordance with State law. The applicant has provided proof that signs giving public notice of the proposed tract map were posted on the property 20 to 60 days prior to the public hearing before the Planning Commission. As of this writing, no written comments have been received.

CONCLUSION:

As noted above, the applicant is requesting approval of VTTM 7376 to subdivide 42.78 gross acres into 144 residential lots, one drill site lot, and various landscape lots within a gated, privately maintained subdivision with the residential lots ranging in size from 6,676 square feet to 18,631 square feet, in a WM R-2 (West Ming Limited Multi-Family Dwelling) zone. The purpose of this request is to develop a single-family residential subdivision. The applicant is also requesting for alternate lot and street design, private streets, and waiver of mineral rights signatures pursuant to BMC Section 16.20.060.A.1.

With regard to the first component of the request, Staff finds that subdivision of the 42.78-acre is reasonable and recommends approval as requested. With regard to the second component of the request, Staff finds the proposed modifications to City standards as described are reasonable and based on sound engineering practices. Based on the foregoing, staff recommends approval of the request.

Exhibits (attached)

- A. Resolution
 - A-1 Conditions of Approval
 - A-2 Location Map with Zoning
 - A-3 Tentative Map
- B. CEQA document

ATTACHMENT A

RESOLUTION NO. _____

RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION TO APPROVE VESTING TENTATIVE 7376 (PHASED) LOCATED ON THE SOUTH SIDE OF MUIRLANDS PARKWAY, EAST OF SOUTH ALLEN AND WEST OF WINDERMERE STREET IN WEST BAKERSFIELD

WHEREAS, Porter & Associates, Inc. representing Summit Capital Ventures, Inc., filed an application with the City of Bakersfield Planning Department requesting a Vesting Tentative Tract Map 7376 - Phased (the "Project"), and a modification request to allow alternate lot and street design consisting of 144 lots, one drill site lot, and various landscape lots with private streets on 42.78 acres to develop single family residential, as shown on attached Exhibit "A-3", located on the south side of Muirlands Parkway, east of South Allen and west of Windermere Street as shown on attached Exhibit "A-2"; and

WHEREAS, the application was deemed complete on January 22, 2021; and

WHEREAS, the West Ming Environmental Impact Report (EIR), certified on August 15, 2007, and incorporated by reference for this subdivision, documents that this subdivision is a later project that will not have a significant effect; based upon an initial environmental assessment, staff has determined the Project will not significantly affect the environment and, pursuant to State CEQA Guidelines Section 15162, the EIR certified for this Project is adequate and no further environmental documentation is necessary; and

WHEREAS, the Secretary of the Planning Commission, did set, Thursday, March 18, 2021, at 5:30 p.m. in the Council Chambers of City Hall, 1501 Truxtun Avenue, Bakersfield, California, as the time and place for a public hearing before the Planning Commission to consider the Project, and notice of the public hearing was given in the manner provided in Title 16 of the Bakersfield Municipal Code; and

WHEREAS, the laws and regulations relating to CEQA and the City of Bakersfield's CEQA Implementation Procedures have been duly followed by city staff and the Planning Commission; and

WHEREAS, the City of Bakersfield Planning Department (1715 Chester Avenue, Bakersfield, California) is the custodian of all documents and other materials upon which the environmental determination is based; and

WHEREAS, the facts presented in the staff report, environmental review, and special studies (if any), and evidence received both in writing and by verbal testimony at the above referenced public hearing support the following findings:

1. All required public notices have been given. Hearing notices regarding the Project were mailed to property owners within 300 feet of the Project area and published in the *Bakersfield Californian*, a local newspaper of general circulation, 10 days prior to the hearing.
2. The provisions of CEQA and City of Bakersfield CEQA Implementation Procedures have been followed. Staff determined that the West Ming EIR certified on August 15, 2007 for the original project (GPA/Zone Change 03-1544) and the associated West Ming Specific Plan is applicable to and appropriate for this project.
3. Said Mitigated West Ming EIR for the Project is the appropriate environmental document to accompany approval of the Project. In accordance with State CEQA Guidelines Section 15162, no further environmental documentation is necessary because no substantial changes to the original project are proposed, there are no substantial changes in circumstances under which the project will be undertaken, and no new environmental impacts have been identified. The Project will not significantly impact the physical environment because mitigation measures relating to aesthetics, agricultural resources, air quality, cultural resources, hazardous materials, hydrology/water, land use, public services/utilities, recreation, and traffic will be the same as under the original project and have been incorporated into the Project.
4. Urban services are available for the proposed development. The Project is within an area to be served by all necessary utilities and waste disposal systems. Improvements proposed as part of the Project will deliver utilities to the individual lots or parcels to be created.
5. The application, together with the provisions for its design and improvement, is consistent with the Metropolitan Bakersfield General Plan. (Subdivision Map Act Section 66473.5) The proposed density and intensity of development are consistent with the WM – HMR (West Ming High Medium Density) land use classification on the property. Proposed road improvements are consistent with the Circulation Element. The overall design of the project, as conditioned, is consistent with the goals and policies of all elements of the General Plan.
6. Mineral right owners' signatures may be waived on the final map pursuant to Bakersfield Municipal Code Section 16.20.060 A. 1. The applicant has provided evidence with the Project application that it is appropriate to waive mineral right owners' signatures because in accordance with BMC Section 16.20.060 A.1., the party's right of surface entry has been or will be expressly waived by recorded document prior to recordation of any final map. Per recorded Surface Use Agreement, Document No. 0215078529, O.R., a drill site is located at the southeast corner of the proposed subdivision.
7. In accordance with BMC 16.28.170 H, Muirlands Parklands Parkway is a major street as shown on the Project, and Larimar Drive functions as a private street as shown on the Project, therefore the abutting double frontage lots are reasonable due to controlling factors as traffic, safety, appearance, and setback, and are approved with construction of a 6-foot high masonry wall separating the residential lot and the adjacent street.

8. The proposed trail alignments and improvement requirements are consistent with the West Ming Specific Plan and necessary for orderly development.
9. The request for approved modifications is consistent with sound engineering practices or subdivision design features.
10. The conditions of approval are necessary for orderly development and to provide for the public health, welfare, and safety.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Bakersfield as follows:

1. That the above recitals, incorporated herein, are true and correct.
2. This map pertains to the West Ming Environmental Impact Report previously approved in conjunction with Project No. GPA/ZC 13-1544.
3. Vesting Tentative Tract Map 7376 (Phased) is hereby approved with conditions of approval and mitigation measures shown on Exhibit A-1.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a regular meeting thereof held on March 18, 2021, on a motion by Commissioner ____ and seconded by Commissioner ____, by the following vote.

AYES:

NOES:

ABSENT:

APPROVED

LARRY KOMAN, CHAIR
City of Bakersfield Planning Commission

Exhibits (attached):

Exhibit A-1: Conditions of Approval
Exhibit A-2: Location Map
Exhibit A-3: Tentative Map

EXHIBIT "A-1"

VESTING TENTATIVE TRACT MAP 7376 (PHASED) CONDITIONS OF APPROVAL

NOTE to Subdivider/Applicant: *It is important that you review and comply with requirements and deadlines listed in the "FOR YOUR INFORMATION" packet that is provided separately. This packet contains existing ordinance requirements, policies, and departmental operating procedures as they may apply to this subdivision.*

PUBLIC WORKS

1. In a letter dated November 23, 2020, the applicant requested deviations from the following ordinance and policy requirements:
 - 1.1. BMC or SDM reference – West Ming Specific Plan (WMSP). **Request** "Modified" private street cross sections: Section H (Larimar Drive) –this section had been previously approved for VTTM 7372 directly north of this proposed subdivision as well as to accommodate Fire Department access requirements. Section F (Local Interior Streets) -this proposed cross section is a combination of approved street sections 4-16 and 4-19 of the WMSP. **Recommendation: APPROVE.**
 - 1.2. Title 16.28.170.H - **Request** double frontage lots as follows: Phase 1 - Lots 1 thru 6 inclusive; Phase 3 – Lots 1 thru 5 inclusive – Lots abut landscape lots with block wall and waiver of direct vehicular access. Phase 2 –Lots 15, 16, and 17; Phase 3 – Lots 5 thru 13 inclusive; Since Muirlands Parkway is a collector, Lots abutting it will have waiver of direct vehicular access and landscape lot with block wall. **Recommendation: APPROVE.**
 - 1.3. Title 16.28.170.F – **Request** non-radial and non-perpendicular side lot lines to allow for uniformity in lot widths and to conform with existing constraints affecting the layout. Phase 1 – Lots 5/6, 7/8, 16/17, 17/18, 25/26 and 30/31. Phase 2 – Lots 9/10, 15/16, 19/20, 48/49, and 35/36. Phase 3 – Lots 3/4, 12/13, 14/15, 28/29, 30/31, 41/42 and 43/44. **Recommendation: APPROVE.**
 - 1.4. Title 16.28.170.P - Request to allow reverse corner lots and key lots, due to the existing constraints of the oil well drill site, PG&E pipeline easement and Muirlands Parkway, and to maintain orderly configuration of the subdivision for a superior design, for the following: Phase 1 Reverse Corner Lots – 22 and 24. Phase 2 Reverse Corner Lots - 7 and 14. Phase 1 Key Lots – 21 and 25. Phase 2 Key Lots – 6 and 15. **Recommendation: APPROVE.**
2. Approval of this tentative map does not indicate approval of grading, drainage lines and appurtenant facilities shown, or any variations from ordinance, standard, and policy requirements which have neither been requested nor specifically approved.
3. Approval of private streets for this subdivision is based on the necessity that the streets within the subdivision shall provide unrestricted access for all residents, construction vehicles, service vehicles, emergency services and all other vehicles needing to use the road system to construct, support and maintain the private community of which this subdivision is all or a part of. No restrictive covenants or other restrictive mechanisms shall be recorded or otherwise enforced which would inhibit access to existing or future residences and connecting subdivisions within the entire private street community of which this subdivision is a part of.

NOTE: The intent of this condition is to allow for free flow of traffic over the entire private street system in and around the subdivision for public health, welfare and safety.

4. Prior to grading plan review submit the following for review and approval:
 - 4.1. A drainage study for the entire subdivision.
 - 4.2. A sewer study to include providing service to the entire subdivision and showing what surrounding areas may be served by the main line extensions.
 - 4.3. A drainage plan for the subdivision shall be submitted for review and approval by the City Engineer.
 - 4.4. For a private tract, the sump must be private and shall be privately maintained. If the tract is discharging storm water to a canal, a channel, or the Kern River: In order to meet the requirements of the City of Bakersfield's NPDES permit, and to prevent the introduction of sediments from construction or from storm events to the waters of the US, all storm water systems that ultimately convey drainage to the river or a canal have a mechanical device in the storm drain system to remove or minimize the introduction of oil, grease, trash, and sediments. This device shall be reviewed and approved by the City Engineer, and shall provide the greatest benefit to the storm drain system with the least maintenance cost.
5. The following conditions must be reflected in the design of the improvement plans:
 - 5.1. Final plan check fees shall be submitted with the first plan check submission.
 - 5.2. The subdivider shall install street lights on the interior, private streets.
 - 5.3. The subdivider shall install the blue reflective markers near fire hydrants as per the City Fire Department requirements.
6. The subdivider shall:
 - 6.1. Install traffic signal interconnect conduit and pull rope for the frontage in all arterials. Install conduit and pull ropes in future traffic signal locations.
 - 6.2. In addition to other paving requirements, on and off-site road improvements may be required from any collector or arterial street to provide left turn channelization into each street (or access point) within the subdivision (or development), where warranted and as directed by the City Engineer. Said channelization shall be developed to provide necessary transitions and deceleration lanes to meet the current CalTrans standards for the design speed of the roadway in question.
 - 6.3. Off-site pavement and striping construction will be required to transition from the proposed/ultimate on-site improvements to the existing conditions at the time construction commences. Transitions must be designed in accordance with City Standards and/or the Caltrans Highway Design Manual. If existing conditions change during the period of time between street improvement plan approval and construction commencement, the street improvement plans must be revised and approved by the City Engineer.
7. The subdivider shall:
 - 7.1. Turning movements at the intersection of Muirlands Parkway at Larimar Drive shall be limited to right in, right out, and left in only, unless a roundabout is constructed to the satisfaction of the City Engineer. Construct a median island 100 feet on each side of the intersection to ensure the turning movements are

restricted to those cited above.

- 7.2. Right turn deceleration lanes are required on arterials at local streets.
- 7.3. The phasing map as submitted may be unbalanced with respect to the required improvements along the tract frontages. Therefore, in order to promote orderly development, each phase shall be responsible for an equal dollar amount of frontage improvement. Prior to recordation of each final map for any phase that does not construct its share of the improvements, the difference between the cost of the frontage improvements constructed and the phase share shall be placed into an escrow account. The money deposited in this account would be for the use of the developer of any future phase responsible for more than its share of improvements. The final per lot share will be based upon an approved engineer's estimate. In lieu of the use of an escrow account, the developer may choose to construct with each phase its proportionate share of the frontage improvements, with approval of the City Engineer.
- 7.4. The following conditions are based upon the premise that filing of Final Maps will occur in the order shown on the map with Phase 1 first, then Phase 2, then Phase 3, etc. If recordation does not occur in that normal progression, then, prior to recordation of each final map, the City Engineer shall determine the extent of improvements to be done with that particular phase.
 - 7.4.1. The following shall occur with Phase 1:
 - 7.4.1.1. Construct Muirlands Parkway for the full extent of the street lying within the tract's boundary from Windermere Street to the Phase 1/ Phase 3 boundary.
 - 7.4.2. The following shall occur with Phase 3:
 - 7.4.2.1. Construct Muirlands Parkway for the full extent of the street lying within the tract's boundary from the Phase 1/ Phase 3 boundary to South Allen Road.
 - 7.4.2.2. Construct South Allen Road for the full extent of the street lying within the tract's boundary from the intersection with Muirlands Parkway to southern boundary of the tract.

If the number of phases or the boundaries of the phases are changed, the developer must submit to the City Engineer an exhibit showing the number and configuration of the proposed phases. The City Engineer will review the exhibit and determine the order and extent of improvements to be constructed with each new phase. The improvement plans may require revision to conform to the new conditions. NOTE: A separate street plan has been approved for Muirlands Parkway and South Allen Road which covers the improvements required along the frontage of this tentative tract map. Completion of these improvements on the separate street plan will satisfy the improvements described above in 7.4.

- 7.5. The subdivider is responsible for verifying that existing streets within the boundary of the tract are constructed to city standards and he will reconstruct streets within the boundary if not to standard.
- 7.6. Where streets do not have curb and gutter, construct a minimum section of 36 feet wide consisting of 2-12' lanes, 2-4' paved shoulders and 2 additional feet per side of either AC or other dust proof surface.

- 7.7. The subdivider shall provide additional dedication for widening to arterial standards that portion South Allen Road not within the subdivision.
 - 7.8. The use of interim, non-standard drainage retention areas shall be in accordance with the drainage policy adopted by letter dated January 24, 1997, and updated letter dated October 20, 2000.
 - 7.9. In order to preserve the permeability of the sump and to prevent the introduction of sediments from construction or from storm events, Best Management Practices for complying with the requirements of the Clean Water Act are required.
 - 7.10. All lots with sumps and water well facilities will have wall and/or slatted chain link fence and landscaping to the appropriate street standards, at the building setback with landscaping as approved by the Public Works and Parks Directors.
8. The following must be reflected in the final map design:
- 8.1. A waiver of direct access shall be required for all lots abutting any arterials and collectors with the following exceptions: The driveway entry access to the drill site on Muirlands Parkway.
9. Prior to recording the first final map:
- 9.1. The City Council must have taken final action for inclusion of this tract within the Consolidated Maintenance District.
 - 9.2. Prior to recordation of the first final map, submit a street lighting plan for the interior streets.
 - 9.3. The developer is required to construct an improvement which is on the facilities list for the Metropolitan Bakersfield Transportation Impact Fee – B18 – *construct 2 lanes (1 in each direction) on Allen Road Between Panama Lane and Ming Avenue*. The developer shall receive credit against his traffic impact fees for constructing this project. If the developer must obtain right-of-way from others, the developer must submit an appraisal, to be approved by the City Engineer, verifying the cost of the right-of-way to be acquired. This credit is not available until the improvement has been constructed by the developer and accepted for maintenance by the City. Any building permit issued prior to this acceptance shall pay the full impact fee.
 - 9.4. If it becomes necessary to obtain any off site right of way and if the subdivider is unable to obtain the required right of way, then he shall pay to the City the up-front costs for eminent domain proceedings and enter into an agreement and post security for the purchase and improvement of said right of way.
 - 9.5. Submit for the City's Review and approval C.C. & R.'s and Property Owner's Association By-Laws for the use and maintenance of all non-dedicated, shared facilities. Among those non-dedicated, shared facilities will be the on-site sewer main lines and laterals and storm water retention basin(s) and associated storm drain lines and appurtenant facilities.
10. Prior to recording each final map:
- 10.1. The subdivider shall submit an enforceable, recordable document approved by the City Attorney to be recorded concurrently with the Final Map which will prohibit occupancy of any lot until all improvements have been completed by the subdivider and accepted by the City.

- 10.2. The subdivider shall submit an enforceable, recordable document approved by the City Attorney to be recorded concurrently with the Final Map containing information with respect to the addition of this subdivision to the consolidated maintenance district. Said covenant shall also contain information pertaining to the maximum anticipated annual cost per single family dwelling for the maintenance of landscaping associated with this tract. Said covenant shall be provided to each new property owner through escrow proceedings. If the parcel is already within a consolidated maintenance district, the owner shall update the maintenance district documents, including a Proposition 218 Ballot and Covenant, which shall be signed and notarized.
11. Prior to acceptance of the public improvements by the City,
 - 11.1. The subdivider's engineer shall:
 - 11.1.1. Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans.
 - 11.1.2. Submit to the City Engineer copies of the sewer video cassette, forms, and his inspection log.
 - 11.2. Written verification shall be obtained from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction.
 - 11.3. The on-site sewer system shall be inspected with video equipment designed for this purpose and as approved by the City Engineer. The television camera shall have the capability of rotating 360°, in order to view and record the top and sides of the pipe, as required. The video inspection shall be witnessed by the subdivider's engineer, who will also initial and date the "Chain of Custody" form. Any pipe locations revealed to be not in compliance with the plans and specifications shall be corrected. A recorded video cassette, completed "Chain of Custody" form, and a written log (which includes the stationing, based on the stationing of the approved plans, of all connected laterals) of the inspection shall be provided for viewing and shall be approved by the subdivider's engineer prior to acceptance. After the subdivider's acceptance of the system, the video cassette, forms, and logs shall be submitted to the City Engineer.
12. Prior to Notice of Completion:
 - 12.1. The storm drain system, including the sump, shall be inspected and any debris removed.
13. Project area is located within the boundaries of the Ming West Beltway Major Bridge and Thoroughfare District (Resolution 014-14) and is therefore subject to impact fees related to such.
14. Project area is located within the boundaries of the Allen 1 Planned Sewer Area (PSA) and is therefore subject to PSA fees.
15. The project is subject to applicable conditions of the West Ming Specific Plan Village "F".

16. Local Mitigation Fees. Pay the proportionate share of the mitigation measures (not paid for by the Regional Transportation Impact Fee nor included with normal development improvements) as indicated in GPA/ZC 03-1544. An estimate and fee schedule should be developed by the applicant and approved prior to issuance of a building permit.

WATER RESOURCES

17. Prior to recordation of each final map, subdivider shall record a covenant affecting each lot prohibiting the pumping and taking of groundwater from the property for any use off the property; provided, however, such pumping and taking may be carried out by the authorized urban water purveyor which provides water service to the subdivided land, or by a county-wide governmental entity with water banking powers, and such pumping is part of an adopted water banking program that will not have a significant adverse impact on the groundwater levels or diminish the quality of water underlying the subdivision.

Orderly development and as required by BMC Section 16.40.101.B.

Prior to recordation of a final map or upon written approval from the Water Resources Manager to comply at a later date, subdivision shall:

18. Execute and record a Domestic Water Service Agreement with the Water Department.
19. Pay all applicable fees to the Water Department.
20. Submit a Will Serve Letter from the Water Department to the Development Services Department.
21. Drainage from this private tract shall be kept on site. Any proposed sump within the private development shall be privately maintained.

FIRE SAFETY DIVISION

22. Pipeline Easements.
 - 22.1 Concurrently with recordation of any phase that includes the pipeline easements or portions thereof, subdivider shall show the easements on the final map with a notation that structures including accessory buildings and swimming pools, are prohibited within the easements and record a corresponding covenant.
 - 22.2 Prior to or concurrently with recordation of any phase that includes the pipeline easements or portions thereof, subdivider shall show on the final map that no habitable portion of a structure may be built within 50 feet of a gas main, or transmission line, or refined liquid product line with 36 inches of cover, and record a corresponding covenant.
 - 22.3 No structure may be within 40 feet of a hazardous liquids pipeline bearing refined product, within 48 inches or more of cover. If a pipeline meets this criteria, the 40-foot setback line shall be shown in the final map and a corresponding

covenant shall be recorded prior to or concurrently with recordation of any phase that is affected.

- 22.4 No habitable portion of a structure may be built within thirty (30) feet of a crude oil pipeline operating at twenty percent (20%) or greater of its design strength.
- 22.5 Prior to or concurrently with recordation of any phase within 250 feet of the pipeline easements, subdivider shall record a covenant disclosing the location of the pipelines on all lots of this subdivision within 250 feet of the pipelines.

Public health, safety and welfare.

RECREATION AND PARKS

23. Subdivider shall comply with the Agreement 15-070 with the City of Bakersfield concerning park land requirements and improvement requirements, to satisfy the park land requirements for this subdivision.
Comply with BMC 15.80.
24. (a) Subdivider shall construct to City standards and maintain by an established HOA the following landscape lots, multi-use trails, and adjacent block walls. Construction shall be concurrent with adjacent development and in accordance with the West Ming Specific Plan.
- Phase 1:
 - Landscape Lots H through L (Muirlands Parkway and Larimar Drive)
 - Phase 2:
 - Landscape Lots F, H through J (Muirlands Parkway and Windermere Street)
 - Phase 3:
 - Landscape Lots E and F (Muirlands Parkway and South Allen Road)
 - As determined by Public Works Department and in coordination with Recreation & Parks Department:
 - Future medians on Muirlands Parkway and South Allen Road

CITY ATTORNEY

25. In consideration by the City of Bakersfield for land use entitlements, including but not limited to related environmental approvals related to or arising from this project, the applicant, and/or property owner and/or subdivider ("Applicant" herein) agrees to indemnify, defend, and hold harmless the City of Bakersfield, its officers, agents, employees, departments, commissioners and boards ("City" herein) against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, in any way arising from, the terms and provisions of this application, including without limitation any CEQA approval or any related development approvals or conditions whether imposed by the City, or not, except for CITY's sole active negligence or willful misconduct.

This indemnification condition does not prevent the Applicant from challenging any decision by the City related to this project and the obligations of this condition apply regardless of whether any other permits or entitlements are issued.

The City will promptly notify Applicant of any such claim, action or proceeding, falling under this condition within thirty (30) days of actually receiving such claim. The City, in its sole discretion, shall be allowed to choose the attorney or outside law firm to defend the City at the sole cost and expense of the Applicant and the City is not obligated to use any law firm or attorney chosen by another entity or party.

PLANNING

26. This subdivision shall comply with all provisions of the Bakersfield Municipal Code, and applicable resolutions, policies and standards in effect at the time the application for the subdivision map was deemed complete per Government Code Section 66474.2.
27. This subdivision shall comply with all provisions of the Bakersfield Municipal Code, and applicable resolutions, policies and standards as stated in the West Ming Specific Plan Development Agreement 07-0310.
28. The subdivision shall be recorded in no more than 4 phases. Phases shall be identified numerically and not alphabetically. *Orderly development.*
29. The final map shall include a statement similar to the following and as approved by the Planning Director.

The subdivision is subject to the adopted West Ming Specific Plan and Development Agreement No. 07-310. *For orderly development.*

30. The subdivider's mitigation monitor (as approved by the Planning Director) shall submit the annual progress report in January of each year with detail information and evidence of compliance with all applicable Mitigation Measures for the West Ming Specific Plan for Village F.

The report shall provide information for the previous calendar year.

For orderly development in accordance with the West Ming Specific Plan EIR.

31. Modification requests are approved as follows:
 - 31.1 The request for double frontage along Larimar Drive lots is approved subject to construction of masonry wall and landscaping in accordance with the West Ming Specific Plan.
 - 31.2 The request for double frontage lots along White Muirlands Parkway is approved subject to construction of masonry wall, landscaping, and trails in accordance with the West Ming Specific Plan and City arterial and collector street standards.
 - 31.3 The request for reverse corner lots is approved.
 - 31.4 The request for private streets is approved.
 - 31.5 The request for reverse corner and key lots is approved.
 - 31.6 The request for non-radial and non-perpendicular lot lines is approved.

32. Mineral Rights: Prior to recordation of the first final map, the following shall apply:

- a. Subdivider shall submit written evidence that waiver(s) of surface entry has been obtained from 100% of the mineral right interest(s) for the entire area of this tract. Written evidence shall be submitted to the Planning Director in the form of a recorded document such as a grant deed or other instrument approved by the City Attorney. The proposed lots shown underlying the drill site shall be allowed to record subject all other conditions of approval of the tentative map.
- b. Subdivider does not provide verification to the Planning Director that waiver of surface entry from all mineral rights owners have been obtained, the minimum 2-acre drill site drill site reservation as approved by the Planning Commission shall be recorded with the first final map, and prior to or concurrently with a final map subdivider shall:
 - i. Record a covenant encumbering the drill site as such;
 - ii. Record a covenant of all lots of this subdivision within 500 feet of the drill site disclosing the drill site location and possible activities;
 - iii. Construct a six-foot high masonry wall with gate access around the drill site as shown on the tentative tract. However, upon approval by the Planning Director, wall construction may be defer until adjacent residential lots are recorded. Wall height shall be measured to the highest adjacent grade.
 - iv. Have covenants reviewed approved by the City Attorney and Planning Director prior to recording.

Required to verify compliance with BMC Section 16.20.060 A. and orderly development.

33. In the event a previously undocumented well is uncovered or discovered on the project site, the subdivider is responsible to contact the Department of Conservation's Division of Oil, Gas, and Geothermal Resources (DOGGR). The subdivider is responsible for any remedial operations on the well required by DOGGR. Subdivider shall also be subject to provisions of BMC Section 15.66.080 (B.)

Police power based on public health, welfare and safety.

34. Prior to or concurrently with recordation of any phase within 500 feet of the drill site, subdivider shall record a covenant disclosing the location of the existing oil production site on all lots of this subdivision within 500 feet of them.

Police power based on public health, welfare and safety.

35. Prior to or concurrently with recordation of any final map containing abandoned oil well, subdivider shall provide a covenant disclosing the location of abandoned oil wells and the 10-foot non-buildable radii shall be recorded. The covenant shall be submitted to the City Attorney and Planning Director for review and approval prior to recordation of the final map. *Police power based on public health, welfare and safety.*

36. Prior to recordation of first final map, the subdivider shall construct an eight-foot high masonry wall along all sides of the drill island as shown on the tentative tract. Wall height shall be measured to the highest adjacent grade.

BMC Section 16.28.170 L allows Planning Commission to require wall based on a finding that it is necessary for orderly development.

37. Access for the Drill Site lot shown as Lot "G" on tentative tract map 7376, shall have one access, on Muirlands Parkway reliably maintained to the continual satisfaction of the dominant mineral estate, as shown on map or as approved by City Engineer
38. Prior to recordation or concurrently with recordation of each final map, subdivider shall create a Homeowners Association (HOA) and CC&Rs for the subdivision, as approved by the City Attorney and Planning Director to maintain the common areas including the private street and private landscaping. Prior to recordation, subdivider shall submit HOA and CC&Rs to the City for review and approval. *Orderly development.*

Biological Impact Mitigation Measures

39. Prior to ground disturbance, the developer shall have a qualified biologist survey the location for species covered under the Metropolitan Bakersfield Habitat Conservation Plan incidental take permit for urban development (Tipton kangaroo rat, San Joaquin kit fox, San Joaquin antelope squirrel, & Bakersfield cactus) and comply with the mitigation measures of the permit. Survey protocol shall be that recommended by the California Department of Fish and Wildlife. Developer shall be subject to additional mitigation measures recommended by the qualified biologist. A copy of the survey shall be provided to the Community Development Department and wildlife agencies no more than 30 days prior to ground disturbance.

The current MBHCP expires on February 28, 2022. To ensure take of covered species does not occur after the expiration date, fees must be paid no later than August 31, 2021 and all covered activities must be completed by the MBHCP expiration date of February 28, 2022. As determined by the City, only projects ready to be issued an urban development permit, grading plan approval, or building permit will be eligible to pay fees under the current MBHCP. Early payment or pre-payment of MBHCP fees shall not be allowed. The ability of the City to issue urban development permits is governed by the terms of the MBHCP. Urban development permits issued after the 2022 expiration date may be subject to a new or revised Habitat Conservation Plan, if approved, or be required to comply directly with requests of the U.S. Fish & Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). *Mitigation measure.*

40. The burrowing owl is a migratory bird species protected by international treaty under the Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. 703-711). The MBTA makes it unlawful to take, possess, buy, sell, purchase, or barter any migratory bird listed in 50 C.F.R. Part 10, including feathers or other parts, nests, eggs, or products, except as allowed by implementing regulations (50 C.F.R. 21). Sections 3503, 3503.5, and 3800 of the California Department of Fish and Game Code prohibit the take, possession, or destruction of birds, their nests or eggs. To avoid violation of the take provisions of these

laws generally requires that project-related disturbance at active nesting territories be reduced or eliminated during critical phases of the nesting cycle (March 1 – August 15, annually). Disturbance that causes nest abandonment and/or loss of reproductive effort (e.g., killing or abandonment of eggs or young) may be considered "taking" and is potentially punishable by fines and/or imprisonment.

- a. To avoid impacts to burrowing owl, prior to ground disturbance, a focused survey shall be submitted to California Department of Fish and Wildlife (CDFW) by the Project applicant of a subdivision or site plan review, following the survey methodology developed by the California Burrowing Owl Consortium (CBOC, 1993). A copy of the survey shall also be submitted to the City of Bakersfield, Planning Division.
- b. If the survey results the presence of burrowing owl nests, prior to grading; including staging, clearing, and grubbing, surveys for active nests shall be conducted by a qualified wildlife biologist no more than 30 days prior to the start of the of the Project commencing and that the surveys be conducted in a sufficient area around the work site to identify any nests that are present and to determine their status. A sufficient area means any nest within an area that could potentially be affected by the Project. In addition to direct impacts, such as nest destruction, nests might be affected by noise, vibration, odors, and movement of workers or equipment. If the Project applicant identifies active nests, the CDFW shall be notified and recommended protocols for mitigation shall be followed and a copy submitted to City of Bakersfield, Planning Division.
- c. If any ground disturbing activities will occur during the burrowing owl nesting season (approximately February 1 through August 31), and potential burrowing owl burrows are present within the Project footprint, implementation of avoidance measures are warranted. In the event that burrowing owls are found, the applicant must follow CDFW protocol for mitigation and comply with the provisions of the Migratory Bird Treaty Act of 1918 (16 U.S.C. 703-711). If the Project applicant proposes to evict burrowing owls that may be present, the CDFW recommends passive relocation during the non-breeding season. *Mitigation measure.*

**Mitigation/Conditions of Approval
General Plan Amendment/Zone Change No. 03-1544**

MITIGATION MEASURES FROM ENVIRONMENTAL IMPACT REPORT:

AGRICULTURAL RESOURCES

41. The applicant shall mitigate loss of 2,182 acres of agricultural lands (of the overall West Ming Specific Plan area), on a one-to-one basis, by selecting one or more of the items described below. The applicant shall submit written verification of the applicant's compliance with this mitigation measure to the Planning Director's satisfaction at the time of recordation of final tract maps and parcel maps for urban development or support facilities as contemplated in the West Ming Specific Plan. Compliance with this condition may be phased as the project is developed. The amount of agricultural land to be mitigated shall be equal to the amount of land being developed as each phase is developed.
 - Funding and/or purchase of agricultural conservation easements. Such easements shall be accepted or purchased and monitored and enforced by a land trust or another appropriate entity. Funds may be used for easement purchases, ongoing monitoring and enforcement, transaction costs, and reasonable administrative costs.
 - Contribution of agricultural land or equivalent funding to an organization that provides for the preservation of farmland in California. Funds may be used for purchases, ongoing monitoring and enforcement, transaction costs, and reasonable administrative costs.
 - Purchase of credits from an established agricultural farmland mitigation bank approved by applicable governmental authority.
42. During the life of the project, if the City of Bakersfield or other responsible agency adopts an agricultural land mitigation program that provides equal or more effective mitigation than measures listed above, the applicant may choose to participate in that alternate program to mitigate loss of agricultural land impacts. Prior to participation in the alternate program, the applicant shall obtain written approval from the City of Bakersfield agreeing to the participation, and the applicant shall submit written verification of compliance with the alternate program at the same time described above in the first paragraph.
43. Agricultural land used for mitigation shall be of at least equal agricultural classification as the land being converted or be capable of being developed as such; that is, mitigation land shall be classified or developed as Prime Farmland, Farmland of Statewide Importance, etc., (as established by the California Department of Conservation in the Farmland Mapping and Monitoring Program), the mitigation acreage being at least equivalent in classification to the converted land, or being capable of producing the same or equivalent crops as the land being converted.
44. Completion of the selected mitigation measure, or with the Planning Director's approval, a combination of the selected mitigation measures, can be on qualifying agricultural land within the San Joaquin Valley (San Joaquin, Stanislaus, Merced, Fresno,

Madera, Kings, Tulare, Kern), or outside the San Joaquin Valley with written evidence that the same or equivalent crops can be produced on the mitigation land."

(EIR Mitigation Measure 5.1.A.1)

AIR QUALITY

45. Prior to grading plan approval, the applicant shall demonstrate to the City of Bakersfield and the San Joaquin Valley Air Pollution Control District that all construction activities and operations will comply with local zoning codes, and District Regulation VIII (Rules 8011-8081) and implementation of all other control measures (BACMs) as stated in GAMAQI. *(Mitigation Measure 5.2.B.1.)*
46. Prior to the approval of building permits, the applicant shall comply with District Regulation II, specifically, the project will be subject to Best Available Control Technology (BACT) in accordance with the District's New Source Review (NSR) Rule. As a part of the District permitting process, any emissions exceeding the District's offsetting thresholds would have to be offset back to the thresholds on a stationary source by stationary source basis. Accordingly, these NSR Offsets will reduce ROG net emissions by 22.92 tons per year (from 90.97 tons per year to 68.05 tons per year) and reduce NO_x net emissions by 14.00 tons per year (from 33.20 tons per year to 19.20 tons per year). *(Mitigation Measure 5.2.C.1.)*
47. Prior to the approval of building permits, the applicant shall comply in all respects with developer's obligations under that certain Air Quality Mitigation Agreement approved by the San Joaquin Valley Air Pollution Control District, and entered into by and between the District and developer, a copy of which is contained within the appendices of the Air Quality Assessment in Appendix C of this Draft EIR. Developer's compliance with the Air Quality Mitigation Agreement will result in a reduction of ROG, NO_x, and PM₁₀ net emissions to zero or in quantities sufficient to fully mitigate the project's air quality impacts to the extent that the development of the project will result in no net increase in criteria pollutant emissions over the criteria pollutant emissions which would otherwise exist without the development of the project, all as verified by the San Joaquin Valley Air Pollution Control District. Accordingly, the Air Quality Mitigation Agreement will further reduce ROG net emissions by 68.05 tons per year (from 68.05 tons per year to 0 tons per year), will further reduce NO_x net emissions by 19.20 tons per year (from 19.20 tons per year to 0 tons per year), and will reduce PM₁₀ net emissions by 38.79 tons per year (from 38.79 tons per year to 0 tons per year). It should be restated that approximately 39.42 tons per year of ROG, 28.22 tons per year of NO_x, and 43.28 tons per year of PM₁₀, from onsite agricultural emissions will be subtracted from the proposed project emissions since they will phase out as the project is developed. *(Mitigation Measure 5.2.C.2.)*

BIOLOGICAL RESOURCES

48. Prior to grading plan approval, the project applicant shall pay a Habitat Mitigation Fee in accordance with Section 15.78.030 of the City of Bakersfield Municipal Code and MBHCP. *(Mitigation Measure 5.3.A.1.)*

49. Prior to grading plan approval, the project proponent shall comply with all appropriate terms and conditions of the MBHCP to the City regarding San Joaquin kit fox. The MBHCP requires certain take avoidance measures for the San Joaquin kit fox. MBHCP guidelines regarding tracking and excavation shall be followed to prevent entrapment of kit fox in dens. Specific measures during the construction phase of the project shall be implemented and include the following:
- A pre-construction survey shall be conducted prior to site grading to search for active kit fox dens. The survey shall be conducted not more than 30 days prior to the onset of construction activities in areas subject to development to determine the necessity of den excavation.
 - Monitoring and excavation of each known San Joaquin kit fox den which cannot be avoided by construction activities.
 - Notification of wildlife agencies of relocation opportunity prior to ground disturbance in areas of known kit fox dens.
 - Excavations shall either be constructed with escape ramps or covered to prevent kit fox entrapment. All trenches or steep-walled excavations greater than three feet deep shall include escape ramps to allow wildlife to escape. Each excavation shall contain at least one ramp, with long trenches containing at least one ramp every 0.25 mile. Slope of ramps shall be no steeper than 1:1.
 - All pipes, culverts or similar structures with a diameter of four inches or greater shall be kept capped to prevent entry of kit fox. If they are not capped or otherwise covered, they will be inspected prior to burial or closure to ensure no kit foxes, or other protected species, become entrapped.
 - All employees, contractors, or other persons involved in the construction of the project shall attend a "tailgate" session informing them of the biological resource protection measures that will be implemented for the project. The orientation shall be conducted by a qualified biologist and shall include information regarding the life history of the protected species, reasons for special-status, a summary of applicable environmental law, and measures intended to reduce impacts. A report summarizing the date, time, and topics of the "tailgate" session, list of attendees and identification of qualified biologist conducting session shall be submitted to the Planning Director within 10 days of the "tailgate" session.
 - All food, garbage, and plastic shall be disposed of in closed containers and regularly removed from the site to minimize attracting kit fox or other animals. (Mitigation Measure 5.3.A.2.)
50. Since kit foxes are known to exist in the general area, it is recommended that all construction personnel involved in initial ground disturbance receive sensitive species instruction prior to initial ground phases of construction. Any evidence, such as dens, should be avoided and reported to the reviewing agencies for resolution. (Mitigation Measure 5.3.A.3.)
- 50.1. Prior to grading plan approval, the project applicant shall comply with the following raptor nest mitigation:
- If site grading is proposed during the avian nesting season (February to September), a focused survey for avian nests shall be conducted by a

qualified biologist prior to grading activities in order to identify active nests in areas potentially impacted by project implementation.

- If construction is proposed to take place during the nesting season (February to September), no construction activity shall take place within 500 feet of an active nest until the young have fledged (as determined by a qualified biologist). Habitat containing nests that must be removed as a result of project implementation shall be removed during the non-breeding season (October to January).
- Preconstruction surveys shall include a survey for burrowing owl. If active burrowing owl burrows are detected outside of breeding season (September 1 through January 31), passive and/or active relocation efforts may be undertaken if approved by CDFG and USFWS. If active burrowing owl burrows are detected during breeding season (February 1 through August 31), no disturbance to these burrows shall occur in accordance with the Migratory Bird Treaty Act. (*Mitigation Measure 5.3.A.4.*)

Although the following conditions of approval are not required to reduce potential environmental impacts that are currently known to be less than significant, they are included to ensure these conditions are implemented with the West Ming EIR/West Ming Specific Plan:

51. The applicant shall be required to survey for nesting raptors following the survey methodology developed by the Swainson's hawk Technical Advisory Committee (SWHA TAC, 2000), prior to any disturbance on the project site that is within 5 miles of a potential nest tree (CDFG, 1994) to ensure that the findings in the EIR are still applicable and no new measures are required. However, if new information is found that detects an active nest of a Swainson's hawk within 5 miles of the project site and a potential significant impact could occur, additional CEQA documentation would be required as outlined in Section 15162 of the CEQA Guidelines. This additional environmental documentation may involve consultation with CDFG.
52. The applicant shall be required to conduct trapping prior to ground disturbance activities to confirm that the Tipton kangaroo rat (*Dipodomys nitratoide nitratoide*) is not located on the project site. However, if new information is found that detects the Tipton kangaroo rat (*Dipodomys nitratoide nitratoide*) on the project site, potential significant impact could occur and additional CEQA documentation would be required as outlined in Section 15162 of the CEQA Guidelines. This additional environmental documentation may involve consultation with CDFG and United States Fish and Wildlife Service (USFWS).
53. The applicant shall be required to implement a no construction buffer zone of a minimum distance of 250 feet, unless a qualified biologist approved by CDFG verifies through non-invasive methods that either: 1) the birds have not begun egg laying and incubation; or 2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival, and that in the event burrowing owls are detected within the area of ground disturbance, passive and/or active relocation efforts may be undertaken subject to approval by CDFG and USFWS.
54. The applicant shall consult with USFWS and CDFG, where applicable, prior to any ground disturbance activities. This consultation is to ensure that the findings in the EIR

are still applicable and no new measures are required. However, if new information is found that identifies a potential significant impact, additional CEQA documentation would be required as outlined in Section 15162 of the State CEQA Guidelines. This additional CEQA documentation may involve obtaining a USFWS 10(a)1(b) Incidental Take Permit and/or a State Incidental Take Permit pursuant to Section 2181(b) of the Fish and Game Code.

CULTURAL RESOURCES

55. Prior to grading plan approval within the project site, a qualified archaeologist shall attempt to find evidence of the previously recorded sites.

If the qualified archaeologist finds evidence of the previous recorded sites, the resources shall be evaluated for significance and integrity using the criteria established in the CEQA Guidelines for unique cultural resources and/or 36 CFR 60.4 for eligibility for listing on the National Register of Historic Places. If the resources are found to be significant, specific measures shall be recommended. In addition, the grading plans shall state that archaeological monitoring by a qualified archaeologist and a Native American monitor shall take place during construction excavation activities at the locations of the 10 cultural sites and 26 isolates that were previously recorded on the site within the project site. The archaeologist shall prepare a summary report of the monitoring activities and findings. The report shall be submitted to the City of Bakersfield Planning Department and other appropriate agencies within 10 days of completion of monitoring.

If the qualified archaeologist does not find evidence of the previous recorded sites, the grading plans shall state that archaeological monitoring by a qualified archaeologist and a Native American monitor shall take place during construction excavation activities at the locations of the 10 cultural sites and 26 isolates that were previously recorded on the site within the project site. The archaeologist shall prepare a summary report of the monitoring activities and findings. The report shall be submitted to the City of Bakersfield Planning Department and other appropriate agencies within 10 days of completion of monitoring.

Following are the specific measures.

- The archaeological monitor shall attend a pre-grade meeting to explain the role of the monitor during grading activities.
- If cultural resources are detected within the project area, the cultural resources must be recorded using appropriate State record forms (DPR523 series) and following guidelines in the California Office of Historic Preservation's handbook "Instructions for Recording Historical Resources." The archaeologist will then submit two (2) copies of the completed DPR523 forms to the Southern San Joaquin Valley Information Center for the assignment of trinomials.
- If cultural resources are detected within the survey areas, they must be evaluated for significance and integrity using criteria established in the CEQA Guidelines for unique cultural resources and/or 36 CFR 60.4 for eligibility for listing on the National Register of Historic Places.

- If cultural resources are found within the project footprint, appropriate mitigation measures and recommended conditions of approval must be developed to eliminate adverse project effects on significant, important, and unique historical resources, following appropriate CEQA and/or National Historic Preservation Act Section 106 guidelines.
 - A technical resources management report is required. The report must document the inventory, evaluation, conclusions and mitigation recommendations. Submit two copies of the completed report, with original illustrations, to the Southern San Joaquin Valley Information Center for permanent archiving. (*Mitigation Measure 5.4.A.1.*)
56. Prior to grading plan approval, the grading plans shall state that paleontological monitoring shall take place during construction excavation activities that result in excavations of six feet below ground surface or greater within the project site. Following are the specific measures. (*Mitigation Measure 5.4.C.1.*)
- Assign a paleontological monitor, trained and equipped to allow the rapid removal of fossils with minimal construction delay, to the site full-time during the interval of earth-disturbing activities.
 - Should fossils be found within an area being cleared or graded, divert earth-disturbing activities elsewhere until the monitor has completed salvage. If construction personnel make the discovery, the grading contractor should immediately divert construction and notify the monitor of the find.
 - Prepare, identify, and curate all recovered fossils for documentation in the summary report and transfer to an appropriate depository.
 - Submit a summary report to the City of Bakersfield. Transfer collected specimens with copy of report to the repository.
57. Prior to grading plan approval, the grading plans shall state that if human remains are encountered on the project site, the Kern County Coroner's Office shall be contacted within 24 hours of the find, and all work in the immediate vicinity shall be halted until a clearance is given by that office and any other involved agencies. (*Mitigation Measure 5.4.D.1*)

GEOLOGY AND SOILS

58. Prior to grading plan approval, an erosion control plan for construction activities that describe the best management practices (BMPs) that will be used to reduce the potential for soil erosion and loss of top soil. The erosion control plan shall be submitted to the City of Bakersfield Public Works Department for review and approval. The BMPs could include soil stabilizers and silt fencing as well as other measures. (*Mitigation Measure 5.5.B.1.*)

HAZARDOUS AND HAZARDOUS MATERIALS

59. Prior to site plan approval, applicant shall provide evidence that future active oil wells and associated equipment will meet the California Division of Oil, Gas and Geothermal Resources regulations and public health and safety regulations, or provide other assurances that residents and visitors will not be exposed to health hazards from the

routine transport, use, or disposal of hazardous materials, prior to development of affected portions of the project. *(Mitigation Measure 5.6.F.1)*

60. Prior to grading plan approval where there is an existing drilling and/or production operations of exploration oil wells and including disposal wells, the project applicant shall have the locations surveyed, located, and marked by a licensed land surveyor or civil engineer authorized to practice land surveying. A map shall be furnished to the Office of Environmental Services showing how all existing petroleum related facilities will be protected and integrated into the proposed development. The California Division of Oil, Gas and Geothermal Resources and the City of Bakersfield development standards shall be met. *(Mitigation Measure 5.6.F.2.)*
61. Prior to grading plan approval, all drilling and production activities shall be subject to all fire and safety regulations as required by the Bakersfield City Fire Department. The City Code 15.66.040 and 15.66.080 Well Site Development Standards Setback states that no petroleum well shall be drilled nor shall any storage tank and other production related structures be located within:
- 75 Feet of the right-of way of any dedicated public street, highway, railroad or private street, or adopted specific plan line of any street or highway;
 - No streets may be constructed within 75 feet of any oil well unless it has been properly abandoned;
 - 100 Feet of any building including dwellings, except buildings incidental to the operation of the well;
 - 1,000 feet of sensitive receptors which include residential area, schools, daycare centers, hospital, convalescent homes and other large immobile populations;
 - 300 Feet of any public assembly;
 - 25 Feet of a storage tank or boilers, fired heaters, open flame devices or other sources of ignition;
 - A solid masonry wall 8 feet high shall encompass the entire well site. Two gates, as nearly opposite as possible to each other shall be installed;
- Pipelines utilized for all petroleum related operations shall be buried a minimum of 3 feet below grade. *(Mitigation Measure 5.6.F.3)*
62. The Pipeline Development Policy of the City of Bakersfield Fire Department is as follows:
- No habitable portion of a structure may be built within 50 Feet of a gas main, or transmission line, or refined liquid product line with 36 inches of cover;
 - No structure may be within 40 Feet of a hazardous liquids pipeline bearing refined product, with 48 inches or more of cover;
 - No habitable portion of a structure may be built within 30 Feet of a crude oil pipeline operation at 20% of its design strength;
- Prior to or concurrently with filing of a final map, a covenant shall be recorded on all lots of this tract, or portion thereof, which are within 250 Feet of any gas transmission lines. Covenant shall acknowledge proximity of pipeline easement to said property and describe the name, type and dimension of the pipeline. Prior to recordation, the subdivider shall submit and obtain approval of covenant wording with the City Attorney, Office of Environmental Services and City Engineer. *(Mitigation Measure 5.6.F.4)*

63. Prior to recordation of a final map, any abandoned wells within the grading envelope shall have the surface area returned to its natural condition including but not limited to cleaning all oil, oil residues, drilling fluids, mud and other substances; leveling, grading or filling of sumps, ditches, and cellars including removal of all lining material to the satisfaction of the Department of Oil, Gas and Geothermal Resources. *(Mitigation Measure 5.6.G.1.)*
64. Prior to recordation of a final map, all stained soils observed within the grading envelope near the active water wells, idle water wells, and former water wells shall be tested. If the soils are found to be hazardous, the soils shall be disposed of in accordance with applicable federal, state and local regulations. The applicant shall provide the City with evidence that any hazardous soils found onsite have been disposed of in accordance with federal, state, and local laws. *(Mitigation Measure 5.6.G.2)*
65. Prior to recordation of a final map, a written verification shall be obtained from the Department of Oil, Gas and Geothermal Resources that abandoned wells within the grading envelope were properly abandoned pursuant to their regulations. The written verification shall be submitted to the City. *(Mitigation Measure 5.6.G.3.)*
66. Prior to recordation of final map, any lot or parcel within the grading envelope containing an abandoned well shall be encumbered with a deed restriction specifying the exact location of said well and prohibiting any construction within said 10 feet of an abandoned oil well. This is required by the City Municipal Code 15.66.080, Development encroachment in petroleum areas. *(Mitigation Measure 5.6.G.4.)*
67. Prior to recordation of a final map, information on the location of the pipelines and any information regarding safety concerns of these pipelines shall be provided to the Bakersfield City Fire Department. Prior to grading activities, Pacific Gas and Electric Company and/or any other company with pipelines running through the affected portions of the project site shall be notified of the construction activity within the corresponding easement. If any pipelines have any problems or if a pipeline is ruptured during development, the Bakersfield City Fire Department shall be notified. *(Mitigation Measure 5.6.G.5.)*
68. If during grading and construction, a pipeline accident occurs or potential unknown buried hazardous materials are found, and/or if unidentified materials are discovered in the testing of the soil, health and safety procedures shall be implemented. These procedures shall include, at a minimum, emergency medical, evacuation of the site and/or threatened area, and notification action. Notification shall include but not be limited to the following agencies: The City of Bakersfield, Department of Toxic Substance Control (DTSC), Bakersfield City and/or County Fire Department, and the Regional Water Quality Control Board (RWQCB). Evacuation and determination regarding the type of contamination encountered and best course of action would be determined by the ranking official and the required mediation measures shall be implemented. *(Mitigation Measure 5.6.G.6.)*
69. Prior to grading and building plan approvals, the grading and building plans shall state that all work will stop immediately if any unknown odorous or discolored soil or other possible hazardous materials arise during any part of the testing, grading, or construction on the project site. *(Mitigation Measure 5.6.G.7.)*

70. Prior to grading plan approval, the handling and storage of hazardous and acutely hazardous materials shall be restricted to less than threshold planning quantities within 1,000 feet of sensitive receptors which include residential areas, schools, daycare centers, hospital, convalescent homes and other large immobile populations. Sensitive receptors shall not be approved within zones of cancer risk identified by a health risk assessment of greater than 10 in 1,000,000. *(Mitigation Measure 5.6.K.1.)*

HYDROLOGY AND WATER QUALITY

71. Prior to grading plan approval, the project applicant shall prepare a Stormwater Pollution Prevention Plan (SWPPP) that conforms to the State Water Resources Control Board NPDES permit in which the City of Bakersfield is a co-permittee. The SWPPP shall specify Best Management Practices (BMPs) to prevent construction-related pollutants from reaching storm water and all products of erosion from moving off-site. The SWPPP shall require approval by the State Water Resources Control Board and verification of approval provided to the City of Bakersfield Planning Department. *(Mitigation Measure 5.7.A.1.)*

NOISE

72. Prior to site plan approval for commercial and industrial uses adjacent to residential uses, the project applicant shall conduct a noise study to determine the appropriate measures to reduce potential noise levels to meet the City's noise level performance standards. If commercial and industrial uses are proposed adjacent to residential uses, appropriate measures would include setbacks, sound barrier, or a combination of both. *(Mitigation Measure 5.8.C.1)*
73. Prior to City approval (conditional use permit, site plan, building permit, fire department permit, etc.) for the construction of an oil well adjacent to sensitive land uses, the project applicant shall conduct a noise study to determine the appropriate measures to reduce potential noise levels to meet the City's noise level performance standards. If sensitive land uses are proposed to adjacent existing oil wells, appropriate measures would include setbacks, sound barrier, or a combination of both. If oil wells are proposed adjacent to existing sensitive land uses, the engines associated with the oil wells could be converted to electric motors, sound barriers could be used, or setbacks could be established. *(Mitigation Measure 5.8.C.2)*
74. Prior to grading plan approval, the grading plans shall state that construction activities associated with development of the project site would be required to be in conformance with Section 9.22.050 of the City of Bakersfield Municipal Code which limits construction to the hours of 6 a.m. to 9 p.m. on weekdays, and between 8 a.m. and 9 p.m. on weekends, where construction occurs less than 1,000 feet from residences. *(Mitigation Measure 5.8.E.1)*
75. Prior to grading plan approval, the grading plans shall state that construction equipment shall be equipped with mufflers and maintained in accordance with the equipment's' factory specifications. During construction activities, the construction equipment muffler and maintenance records shall be onsite. *(Mitigation Measure 5.8.E.2)*

TRANSPORTATION

76. Prior to the issuance of building permits, the project applicant shall participate in the Regional Transportation Impact Fee (RTIF) program as well as paying the proportional share for local mitigation improvements (those not covered by the RTIF). The intersection and roadway improvements that are required with the proposed project are as follows. The timing of these improvements is estimated below; however, all of these improvements shall be completed as the significance thresholds are reached. *(Mitigation Measure 5.11.A.1)*

Measures 5.11.A.11 and 6.3.11.A.1 (Regional Transportation Impact Fee – Regional Mitigation) Prior to the issuance of building permits, the project applicant shall a) participate in the current, full RTIF program as modified by the Construction Cost Index (CCI) or b) mitigate everything to Level of Service C through the payment of their calculated Regional Impact Fee AND pay a local transportation impact mitigation fee. For the calculated Regional Impact Fee, the applicant shall submit revised funding calculations for all improvements associated with the RTIF program pursuant to Table 10 from the project traffic study and the current policy of the Public Works Department for said calculations. Said calculations shall be updated based upon the adopted RTIF at time of further subdivision.

Measure 5.11.A.11 and 6.3.11.A.1 (Local Mitigation) For impacted intersections and segments subject to fair share improvements (refer to Tables 6 & 8 from the project traffic study), prior to subdivision updated estimates shall be submitted and approved. The local mitigation fee shall be based upon the proponent's share of the cost to upgrade the affected facilities to Level of Service C, and shall be adjusted annually by the CCI in the same manner as the Regional Transportation Impact Fee. The cost of the upgrade shall be the City's costs and shall include, but not be limited to, all costs of obtaining and clearing right-of-way, all utility relocations, and all construction. Construction shall include but not limited to: curb, gutter, sidewalk, pavement, signal modification, landscape and wall replacement, drive approaches, catch basin replacement, additional storm drain where necessary, streetlights, striping and signing. Unit costs used in the traffic study may be outdated due to recent rises in construction costs and shall be updated as appropriate. Applicant shall participate in the improvements required on a pro-rata fair share basis, prior to the issuance of building permits, based upon the approved estimates. It is the Public Works Department's decision as to which methodology adequately mitigates the cumulative traffic impacts associated with the project to a level of less than significant.

Year 2015

Intersection

- Allen Road and Westside Parkway Westbound Ramps - Construct one southbound through lane.
- Allen Road and Westside Parkway Eastbound Ramps - Install signal and construct two southbound left turn lanes.
- Ming Avenue and Project Entrance No. 1 - Provide all-way-stop.
- Ming Avenue and South Allen Road - Install signal.

- Ming Avenue and Ashe Road - Construct one southbound right turn lane.
- South Allen Road and Chamber Boulevard - Install signal.
- South Allen Road and Project Entrance No. 2 - Install signal.
- White Lane and Campus Park Drive - Install signal.
- White Lane and South Allen Road - Construct one eastbound left turn lane, one eastbound right turn lane, one westbound left turn lane, one southbound right turn lane, one eastbound through lane, two westbound through lanes, one southbound through lane, and provide overlapping phase for westbound and northbound right turn lane.
- White Lane and Windermere Street - Install signal.
- White Lane and Buena Vista Road - Construct two eastbound through lanes and one northbound left turn lane.
- South Allen Road and Campus Park Drive - Install signal.
- Buena Vista Road and Campus Park Drive - Construct one southbound through lane, one eastbound left turn lane, and one eastbound through lane.
- Panama Lane and Northbound Ramps West Beltway - Construct one eastbound through lane and one northbound left turn lane.
- Panama Lane and South Allen Road - Construct one westbound right turn lane and one southbound right turn lane.
- Panama Lane and Buena Vista Road - Construct one southbound left turn lane.
- Panama Lane and Ashe Road - Construct one northbound through lane.

Roadway Segment

- Stockdale Highway - Gosford Road to Ashe Road - Add two lanes.
- Allen Road - Stockdale Highway to Ming Avenue - Add two lanes.
- South Allen Road - Ming Avenue to Chamber Boulevard - Add two lanes.
- South Allen Road - Chamber Boulevard to White Lane - Add two lanes.
- South Allen Road - White Lane to Campus Park Drive - Add two lanes.
- South Allen Road - Campus Park Drive to Pacheco - Add two lanes.
- South Allen Road - Harris Road to Panama Lane - Add two lanes.
- Buena Vista Road - White Lane to Campus Park Drive - Add two lanes.
- Buena Vista Road - Campus Park Drive to South Project Entrance - Add two lanes.
- Buena Vista Road - South Project Entrance to Panama Lane - Add two lanes.

Year 2030

Intersection

- Calloway Drive and Westside Parkway Westbound Ramps - Construct one southbound right turn lane.
- Calloway Drive and Westside Parkway Eastbound Ramps - Construct one northbound right turn lane.
- Stockdale Highway and Buena Vista Road - Construct one eastbound right turn lane.

- Stockdale Highway and Old River - Provide overlapping phase for westbound right turn lane.
- Ming Avenue and Project Entrance No. 1 - Install signal and construct one eastbound right turn lane, one westbound left turn lane, one northbound right turn lane, and one eastbound through lane.
- Ming Avenue and South Allen Road - Construct one northbound left turn lane, one southbound left turn lane, one eastbound through lane, one westbound through lane, one northbound through lane, one southbound through lane, and provide overlapping phase for northbound right turn lane and eastbound right turn lane.
- Ming Avenue and Buena Vista Road - Construct one eastbound through lane.
- Ming Avenue and Gosford Road - Provide overlapping phase for eastbound right turn lane.
- South Allen Road and Chamber Boulevard - Construct one eastbound left turn lane, one westbound left turn lane, two northbound left turn lanes, one southbound left turn lane, one southbound right turn lane, one northbound through lane, and one southbound through lane.
- South Allen Road and Project Entrance No. 2 - Construct one northbound left turn lane, one northbound through lane, and one southbound through lane.
- White Lane and Campus Park Drive - Construct one eastbound right turn lane, one eastbound through lane, two westbound through lanes, and one southbound through lane.
- White Lane and South Allen Road - Construct one northbound left turn lane, one southbound left turn lane, one eastbound through lane, one southbound through lane, one northbound through lanes, and provide overlapping phase for southbound right turn lane.
- White Lane and Windermere Street - Construct one westbound left turn lane, one westbound right turn lane, one northbound left turn lane, one northbound right turn lane, one southbound right turn lane, one eastbound through lane, and one westbound through lane.
- White Lane and Buena Vista Road - Construct one westbound left turn lane, one northbound through lane, and one southbound through lane.
- White Lane and Gosford Road - Construct one westbound through lane.
- South Allen Road and Campus Park Drive - Construct two eastbound left turn lanes, one westbound left turn lane, one westbound right turn lane, one northbound left turn lane, one northbound right turn lane, one southbound left turn lane, one southbound right turn lane, and one northbound through lane.
- Buena Vista Road and Campus Park Drive - Construct one westbound right turn lane, one northbound left turn lane, and one southbound right turn lane.
- South Allen Road and South Allen Entrance - Install signal.
- Old River Road and Harris Road - Construct one eastbound left turn lane and one westbound left turn lane.
- Buena Vista Road and South Project Entrance - Install signal.
- South Allen Road and Harris/Pensinger Road - Construct one northbound through lane.

- Gosford Road and Harris Road - Construct one northbound through lane.
- Panama Lane and Buena Vista Road - Construct one westbound left turn lane and one southbound through lane.

Roadway Segment

- Stockdale Highway - Buena Vista Road to Old River Road - Add two lanes.
- Ming Avenue - Ming Avenue Project Entrance to South Allen Road - Add two lanes.
- Ming Avenue - South Allen Road to Buena Vista Road - Add two lanes.
- Ming Avenue - Old River Road to Ashe Road - Add two lanes.
- Ming Avenue - New Stine Road to Old Stine Road - Add two lanes.
- White Lane - West Beltway to Allen Road - Add two lanes.
- Allen Road - Rosedale Highway to Brimhall Road - Provide for divided roadway.
- Allen Road - Brimhall Road to Westside Parkway Westbound Ramps - Add two lanes.
- Allen Road - Westside Parkway Westbound Ramps to Westside Parkway Eastbound Ramps - Add two lanes.
- Allen Road - Westside Parkway Eastbound Ramps to Stockdale Highway - Add two lanes.
- Allen Road - Stockdale Highway to Ming Avenue - Provide for divided roadway.
- South Allen Road - Ming Avenue to Chamber Boulevard - Provide for divided roadway.
- South Allen Road - Chamber Boulevard to White Lane - Add two lanes and provide for divided roadway.
- South Allen Road - White Lane to Campus Park Drive - Add two lanes.
- South Allen Road - Campus Park Drive to Pacheco - Add two lanes.
- Buena Vista Road - Ming Avenue to Chamber Boulevard - Add two lanes.
- Buena Vista Road - Chamber Boulevard to White Lane - Add two lanes.
- Buena Vista Road - White Lane to Campus Park Drive - Add two lanes and provide for divided roadway.
- Buena Vista Road - Campus Park Drive to South Project Entrance - Provide for divided roadway.
- Buena Vista Road - South Project Entrance to Panama Lane - Provide for divided roadway.
- Coffee Road - Rosedale Highway to Brimhall Road - Add two lanes.
- Gosford Road - Harris Road to Panama Lane - Add two lanes.

UTILITIES AND SERVICE SYSTEMS

77. Prior to the issuance of building permits for the onsite water facilities (i.e., water lines and water wells), the construction and operational impacts such as noise, traffic, and air emissions on adjacent land uses need to be adequately addressed in accordance with the CEQA Guidelines. Construction activities are required to occur at times specified in the Municipal Code as well as ensure that mufflers are on the construction equipment. Operational noise levels associated with the water wells are required to be in

conformance with the City of Bakersfield Noise Performance Standards. Traffic management plans need to be implemented to ensure adequate safety during construction activities. Finally, construction air emissions are required to be reduced according to the San Joaquin Valley Air Pollution Control District Guidelines and long term emissions associated with the water well pump would require an air permit from the District. *(Mitigation Measure 5.12.B.1)*

78. Prior to the recordation of final maps, the project applicant shall demonstrate to the City of Bakersfield Public Works Department that the existing sewer trunk lines and the existing sewer lift station on White Lane are adequate to accommodate project flows. If the development of the individual tracts results in the exceedance of the capacities of the existing facilities, the existing facilities shall be expanded or new facilities shall be constructed to adequately serve the proposed tract. *(Mitigation Measure 5.12.C.1)*
79. Prior to the issuance of building permits, the project applicant shall pay sewer connection fees to the City of Bakersfield Public Works Department. The fees would be used to provide adequate sewer facilities to convey wastewater from the project site to Wastewater Treatment Plan No. 3 as well as contribute to the cost to increase the capacity of the treatment plant. *(Mitigation Measure 5.12.C.2)*
80. Prior to the issuance of building permits for the onsite and offsite sewer facilities, the construction and operational impacts such as noise, traffic, and air emissions on adjacent land uses need to be adequately addressed in accordance with the CEQA Guidelines. Construction activities are required to occur at times specified in the Municipal Code as well as ensure that mufflers are on the construction equipment. Operational noise levels associated with any sewer lift stations are required to be in conformance with the City of Bakersfield Noise Performance Standards. Traffic management plans need to be implemented to ensure adequate safety during construction activities. Finally, construction air emissions are required to be reduced according to the San Joaquin Valley Air Pollution Control District Guidelines and long term emissions associated with the lift station would require an air permit from the District. *(Mitigation Measure 5.12.C.3)*
81. Prior to the issuance of building permits for the onsite drainage facilities, the construction and operational impacts such as noise, traffic, and air emissions on adjacent land uses need to be adequately addressed in accordance with the CEQA Guidelines. Construction activities are required to occur at times specified in the Municipal Code as well as ensure that mufflers are on the construction equipment. Operational noise levels associated with the drainage pumps are required to be in conformance with the City of Bakersfield Noise Performance Standards. Traffic management plans need to be implemented to ensure adequate safety during construction activities. Finally, construction air emissions are required to be reduced according to the San Joaquin Valley Air Pollution Control District Guidelines and long term emissions associated with the drainage pumps would require an air permit from the District. *(Mitigation Measure 5.12.E.1)*

CUMULATIVE IMPACTS

Transportation and Traffic

82. Prior to the issuance of building permits, the project applicant shall participate in the Regional Transportation Impact Fee (RTIF) program as well as paying the proportional share for local mitigation improvements (those not covered by the RTIF). The intersection and roadway improvements that are required with cumulative development (i.e., the cumulative growth of "background-related" traffic with the addition and contribution of project-generated traffic) in the years 2015 and 2030 are as follows (Note: All project-generated impacts and corresponding mitigation measures/improvements are included in both Section 5.11 and Section 6.3.11): *(Mitigation Measure 6.3.11.A.1.)*

Measures 5.11.A.11 and 6.3.11.A.1 (Regional Transportation Impact Fee – Regional Mitigation) Prior to the issuance of building permits, the project applicant shall participate in the RTIF program. The applicant shall submit revised funding calculations for all improvements associated with the RTIF program pursuant to Table 10 from the project traffic study and the current policy of the Public Works Department for said calculations. Said calculations shall be updated based upon the adopted RTIF at time of further subdivision.

Measure 5.11.A.11 and 6.3.11.A.1 (Local Mitigation) For impacted intersections and segments subject to fair share improvements (refer to Tables 6 & 8 from the project traffic study), prior to the issuance of building permits, updated estimates shall be submitted and approved. Unit costs used in the traffic study may be outdated due to recent rises in construction costs and shall be updated as appropriate. Applicant shall participate in the improvements required on a pro-rata, fair share basis, prior to the issuance of building permits, based upon the approved estimates.

Year 2015

Intersections

- Rosedale Hwy & Allen Road - Construct one northbound through lane.
- Rosedale Highway and Calloway Drive - Construct one northbound left turn lane, one northbound right turn lane, and one eastbound through lane.
- Rosedale Highway and Coffee Road - Construct one eastbound through lane and one westbound through lane.
- Brimhall Road and Allen Road - Construct one southbound through lane
- Allen Roadway and Westside Parkway Westbound Ramps - Install signal.
- Allen Road and Westside Parkway Eastbound Ramps - Install signal.
- Calloway Drive and Westside Parkway Westbound Ramps - Install signal.
- Calloway Drive and Westside Parkway Eastbound Ramps - Install signal.
- Coffee Road and Westside Parkway Westbound Ramps - Install signal.
- Coffee Road and Westside Parkway Eastbound Ramps - Install signal.
- Ming Avenue and South Allen Road - Provide all-way-stop.
- Ming Avenue and Gosford Road - Construct one westbound right turn lane and one northbound right turn lane - "Providing Full expansion per COB std Det T-4."

- Ming Avenue and Ashe Road - Construct one eastbound right turn lane and one northbound right turn lane.
- Ming Avenue and New Stine Road - Construct one southbound right turn lane.
- Buena Vista Road and Chamber Blvd. - Install signal.
- White Lane and South Allen Road - Install signal.
- White Lane and Buena Vista Road - Construct one southbound left turn lane and one southbound through lane.
- White Lane and Ashe Road - Construct one eastbound left turn lane and one westbound left turn lane.
- White Lane and Wilson Road - Construct one southbound right turn lane.
- White Lane and Wible Road - Construct one westbound through lane.
- Buena Vista Road and Campus Park Drive - Install signal.
- South Allen Road and Harris/Pensinger Road - Install signal.
- Panama Lane and West Beltway Southbound Ramps - Install signal and construct one westbound left turn lane, two southbound right turn lanes, and one eastbound through lane.
- Panama Lane and West Beltway Northbound Ramps - Install signal and construct two eastbound left turn lanes, one westbound right turn lane, one northbound right turn lane, and one westbound through lane.
- Panama Lane and South Allen Road - Install signal and construct two eastbound left turn lanes, one westbound left turn lane, one northbound left turn lane, two southbound left turn lanes, one westbound through lane, and one eastbound through lane.
- Panama Lane and Windermere Street - Construct one eastbound through lane and one westbound through lane.
- Panama Lane and Buena Vista Road - Install signal and construct one eastbound left turn lane, one westbound left turn lane, one westbound right turn lane, one northbound left turn lane, one southbound left turn lane, and one eastbound through lane.
- Panama Lane and Mountain Vista Drive - Construct one eastbound through lane and one westbound through lane.
- Panama Lane and Gosford Road - Construct one northbound through lane and one southbound left turn lane.
- Panama Lane and Reliance Drive - Install signal.
- Panama Lane and Ashe Road - Install signal and construct one southbound left turn lane.
- Panama Lane and Wible Road - Construct one westbound through lane, one southbound through lane, and provide overlapping phase for northbound right turn lane.
- McCutchen Road and Buena Vista Road - Provide all-way-stop.

Roadway Segments

- Buena Vista Road - Panama Lane to McCutchen Road - Add two lanes.

- Calloway Drive - Brimhall Road to WB Westside Parkway - Add two lanes
- Calloway Drive - Westside Parkway Westbound Ramps to Westside Parkway Eastbound Ramps - Add two lanes
- Calloway Drive - Westside Parkway Eastbound Ramps to Stockdale Highway - Add two lanes
- Coffee Road - Brimhall Road to Westside Parkway Westbound Ramps - Add two lanes.
- Coffee Road - Westside Parkway Westbound Ramps to Westside Parkway Eastbound Ramps - Add two lanes.
- Gosford Road - Panama Lane to McCutchen Road - Add two lanes.
- Rosedale Highway - Calloway Drive to Coffee Road - Add two lanes.
- Stockdale Highway - Enos Road to Nord Avenue - Construct divided roadway.
- Stockdale Highway - Nord Avenue to Wegis Road - Add two lanes.
- Stockdale Highway - Wegis Road to Heath Road - Add two lanes
- Stockdale Highway - East of New Stine Road - Add two lanes.
- Ming Avenue - West Beltway to Ming Project Entrance - Construct two lane roadway
- Ming Avenue - Ming Project Entrance to South Allen Road - Construct two lane roadway
- Ming Avenue - South Allen Road to Buena Vista Road - Construct two lane roadway.
- Ming Avenue - Ashe Road to New Stine Road - Add two lanes.
- White Lane - West Beltway to South Allen Road - Construct two lane roadway.
- White Lane - South Allen Road to White Lane Project Entrance - Construct two lane roadway.
- White Lane - White Lane Entrance to Buena Vista Road - Construct two lane roadway.
- White Lane - Wible Road to SR 99 Southbound Ramps - Add two lanes.
- Panama Lane - Gosford Road to Ashe Road - Add two lanes, construct as divided roadway.
- Panama Lane - Stine Road to Wible Road - Add two lanes.
- Allen Road - Rosedale Highway to Brimhall Road - Add two lanes
- Allen Road - Brimhall Road to Westside Parkway Westbound Ramps - Add two lanes.
- Allen Road - Westside Parkway Westbound Ramps to Westside Parkway Eastbound Ramps - Add two lanes.
- Allen Road - Westside Parkway Eastbound Ramps to Stockdale Highway - Add two lanes.
- South Allen Road - Ming Avenue to Chamber Boulevard - Construct two lane roadway
- South Allen Road - Chamber Boulevard to White Lane - Construct two lane roadway
- South Allen Road - White Lane to Campus Park Drive - Construct two lane divided roadway

- South Allen Road - Campus Park Drive to Pacheco - Construct two lane divided roadway
- South Allen Road - Pacheco Road to Harris Road - Construct four lane roadway
- South Allen Road - Harris Road to Panama Lane - Construct two lane divided roadway
- South Allen Road - Panama Lane to McCutchen Road - Construct two lane roadway.

Year 2030

Intersections

- Buena Vista Road and Harris/Pensinger Road - Install signal.
- Hageman Road and Calloway Drive - Construct one northbound through lane and one southbound through lane.
- Rosedale Highway and Calloway Drive - Construct one eastbound left turn lane and one westbound left turn lane.
- Rosedale Highway and Coffee Road - Construct one eastbound right turn lane, one westbound left turn lane, one northbound left turn lane, and provide overlapping phase for northbound right turn lane.
- Rosedale Highway & Allen Road - Construct one southbound left turn lane.
- Brimhall Road and Allen Road - Construct one southbound left turn lane.
- Brimhall Road and Jewetta Avenue - Construct one southbound through lane.
- Brimhall Road and Calloway Drive - Construct one southbound through lane.
- Brimhall Road and Coffee Road - Construct one northbound left turn lane.
- Allen Roadway and Westside Parkway Westbound Ramps - Construct one westbound left turn lane and one westbound right turn lane.
- Calloway Drive and Westside Parkway Westbound Ramps - Construct two northbound left turn lanes, one northbound through lane, and one southbound through lane.
- Calloway Drive and EB Westside Parkway - Channelize eastbound right turn lane; and construct one southbound left turn lane, one northbound through lane, and one southbound through lane.
- Coffee Road and Westside Parkway Eastbound Ramps - Construct one eastbound right turn lane, one southbound through lane, one northbound through lane, one northbound right turn lane, and southbound left turn lane.
- Coffee Road and Westside Parkway Westbound Ramps - Construct one northbound left turn lane, one southbound right turn lane, one westbound left turn lane, and one southbound through lane.
- Truxtun Avenue and Coffee Road - Construct one northbound through lane.
- Stockdale Highway and Allen Road - Construct one eastbound left turn lane and provide overlapping phase for westbound right turn lane.
- Stockdale Highway and Old River Road - Construct one westbound through lane "for Full expansion per COB Det T-4.

- Stockdale Highway and Gosford Road - Construct one westbound right turn lane and one northbound right turn lane.
- Stockdale Highway and New Stine Road - Construct one eastbound right turn lane, one eastbound left turn lane, one northbound right turn lane, and one southbound through lane.
- Ming Avenue and Buena Vista Road - Construct one westbound right turn lane, one northbound through lane, and one southbound through lane.
- Ming Avenue and Gosford Road - Construct one eastbound through lane, one westbound through lane, one northbound through lane, and one southbound through lane.
- Ming Avenue and Ashe Road - Construct one westbound right turn lane.
- Ming Avenue and New Stine Road - Construct one eastbound right turn lane and one westbound right turn lane.
- Ming Avenue and Old Stine Road - Construct one eastbound left turn lane.
- White Lane and South Allen Road - Construct one northbound through lane.
- White Lane and Buena Vista - Construct one westbound right turn lane.
- White Lane and Old River - Construct one northbound through lane and provide overlapping phase for westbound right turn lane.
- White Lane and Gosford Road - Construct one westbound left turn lane, one southbound left turn lane, one northbound left turn lane, and one northbound through lane.
- White Lane and Ashe Road - Construct one southbound left turn lane and one northbound left turn lane.
- White Lane and Wilson Road - Construct one eastbound left turn lane.
- White Lane and Stine Road - Construct one westbound right turn lane and one southbound right turn lane.
- White Lane and Wible Road - Construct one eastbound right turn lane, one northbound through lane, southbound through lane, and provide overlapping phase for northbound right turn lane.
- South Allen Road and Harris/Pensinger Road - Construct one eastbound left turn lane, two eastbound right turn lanes, one westbound left turn lane, one westbound right turn lane, one northbound left turn lane, one southbound left turn lane, one southbound right turn lane, one southbound through lane, and provide overlapping phase for southbound right turn lane.
- Harris Road and Old River Road - Construct one northbound through lane and one southbound through lane.
- Harris Road and Gosford Road - Construct one southbound left turn lane.
- Panama Lane and West Beltway Southbound Ramps - Channelize southbound right turn lane; and construct one eastbound right turn lane, one westbound through lane, and one eastbound through lane.
- Panama Lane and West Beltway Northbound Ramps - Construct one westbound right turn lane, one northbound right turn lane, one eastbound left turn lane and one westbound through lane.

- Panama Lane and South Allen Road - Construct one eastbound right turn lane, one northbound right turn lane, one westbound through lane, and provide overlapping phases for westbound right turn lane and southbound right lane.
- Panama Lane and Buena Vista Road - One eastbound left turn lane, one northbound right turn lane, one southbound right turn lane, one eastbound through lane, one southbound through lane, two northbound through lanes, two westbound through lanes, and provide overlapping phase for westbound right turn lane.
- Panama Lane and Gosford Road - Construct one eastbound left turn lane, two eastbound through lanes, one eastbound right turn lane, one westbound left turn lane, two westbound through lanes, one northbound left turn lane, one northbound through lane, one northbound right turn lane, one southbound left turn lane, two southbound through lanes, and provide overlapping phase for westbound right turn lane.
- Panama Lane and Mountain Vista Drive - Install signal.
- Panama Lane and Reliance Drive - Construct two eastbound through lanes, one westbound through lane, and one westbound left turn lane.
- Panama Lane and Ashe Road - Construct one eastbound left turn lane, one westbound left turn lane, one northbound left turn lane, two eastbound through lanes, one westbound through lane, and one southbound through lane.
- Panama Lane and Golden Gate/Mountain Ridge Drive - Install signal.
- Panama Lane and Stine Road - Construct one eastbound through lane.
- Panama Lane and Wible Road - Construct one westbound left turn lane.
- McCutchen Road and Buena Vista Road - Install signal and construct one eastbound left turn lane, one northbound left turn lane, one southbound left turn lane, and one southbound right turn lane.
- McCutchen Road and Old River Road - Install signal.
- McCutchen Road and Gosford Road - Install signal.

Roadway Segments

- Buena Vista Road - Stockdale Highway to Ming Avenue - Add two lanes.
- Buena Vista Road - Panama Lane to McCutchen Road - Construct as divided roadway.
- Calloway Drive - Hageman Road to Rosedale Highway - Add two lanes.
- Calloway Drive - Rosedale Highway to Brimhall Road - Add two lanes.
- Calloway Drive - Brimhall Road to Westside Parkway Westbound Ramps - Add two lanes.
- Calloway Drive - Westside Parkway Westbound Ramps to Westside Parkway Eastbound Ramps - Add two lanes.
- Calloway Drive - Westside Parkway Eastbound Ramps to Stockdale Highway - Add two lanes.
- Old River Road - South of Taft Avenue - Add two lanes.
- Gosford Road - Panama Lane to McCutchen Road - Add two lanes, construct as divided roadway.
- Gosford Road - McCutchen Road to Taft Highway - Construct as divided roadway.

- Stockdale Highway - Enos Road to Nord Avenue - Add two lanes.
- Ming Avenue - South Allen Road to Buena Vista Road - Construct as divided roadway.
- Ming Avenue - Old Stine Road to Real Road - Add two lanes.
- White Lane - West Beltway to South Allen Road - Construct as divided roadway.
- White Lane - South Allen Road to White Lane Project Entrance - Add two lanes
- White Lane - White Lane Entrance to Buena Vista Road - Add two lanes roadway.
- White Lane - Gosford Road to Ashe Road - Add two lanes.
- White Lane - Stine Road to Wible Road - Add two lanes.
- White Lane - Wible Road to SR 99 Southbound Ramps - Add two lanes.
- Panama Lane - Gosford Road to Ashe Road - Add four lanes.
- Panama Lane - Ashe Road to Stine Road - Add four lanes.
- Panama Lane - Stine Road to Wible Road - Add two lanes.
- Panama Lane - Wible Road to SR 99 Southbound Ramps - Add two lanes.
- Allen Road - Brimhall Road to Westside Parkway Westbound Ramps - Construct as divided roadway.
- Allen Road - Westside Parkway Westbound Ramps to Westside Parkway Eastbound Ramps - Construct as divided roadway.
- Allen Road -Westside Parkway Eastbound Ramps to Stockdale Highway -Construct as divided roadway.
- South Allen Road - White Lane to Campus Park Drive - Construct as divided roadway.
- South Allen Road - Campus Park Drive to Pacheco Road - Construct as divided roadway.
- South Allen Road - Pacheco Road to Harris Road - Add two lanes, construct as divided roadway.
- South Allen Road - Harris Road to Panama Lane - Construct as divided roadway.

Mineral Resources

83. Prior to recordation of any final map, the project applicant shall submit a petroleum integration plan for the entire Parcel Map 12100 area, that shows how all existing petroleum-related facilities will be protected and integrated into the proposed development and provides documentation of compliance with Section 17.46.010 and Section 15.66 of the City Municipal Code.

This GPA/ZC 03-1544 condition of approval has been deferred to recordation of any final map, based on the obligation that the integration plan will identify any and all wells to be leak tested and abandoned to the satisfaction of DOGGR based on setback requirements.

VTTM 7376
EXHIBIT A-2
CITY OF BAKERSFIELD



**LEGEND
 (ZONE DISTRICTS)**

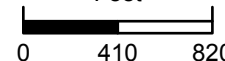
- R-1 One Family Dwelling
6,000 sq.ft. min lot size
- R-1-4.5 One Family Dwelling
4,500 sq.ft. min lot size
- E Estate
10,000 sq.ft. min lot size
- R-S Residential Suburban
24,000 sq.ft./dwelling unit
- R-S() Residential Suburban
1, 2.5, 5 or 10 min lot size
- R-2 Limited Multiple Family Dwelling
4,500 sq.ft. min lot size (single family)
6,000 sq.ft. min lot size (multifamily)
2,500 sq.ft. lot area/dwelling unit
- R-3 Multiple Family Dwelling
6,000 sq.ft. min lot size
1,250 sq.ft. lot area/dwelling unit
- R-4 High Density Multiple Family Dwelling
6,000 sq.ft. min lot size
600 sq.ft. lot area/dwelling unit
- R-H Residential Holding
20 acre min lot size
- A Agriculture
6,000 sq.ft. min lot size
- A-20A Agriculture
20 acre min lot size
- PUD Planned Unit Development
- TT Travel Trailer Park
- MH Mobilehome
- C-O Professional and Administrative Office
- C-1 Neighborhood Commercial
- C-2 Regional Commercial
- C-C Commercial Center
- C-B Central Business
- PCD Planned Commercial Development
- M-1 Light Manufacturing
- M-2 General Manufacturing
- M-3 Heavy Industrial
- P Automobile Parking
- RE Recreation
- Ch Church Overlay
- OS Open Space
- HOSP Hospital Overlay
- AD Architectural Design Overlay
- FP-P Floodplain Primary
- FP-S Floodplain Secondary
- AA Airport Approach
- DI Drilling Island
- PE Petroleum Extraction Combining
- SC Senior Citizen Overlay
- HD Hillside Development Combining
- WM- West Ming Specific Plan

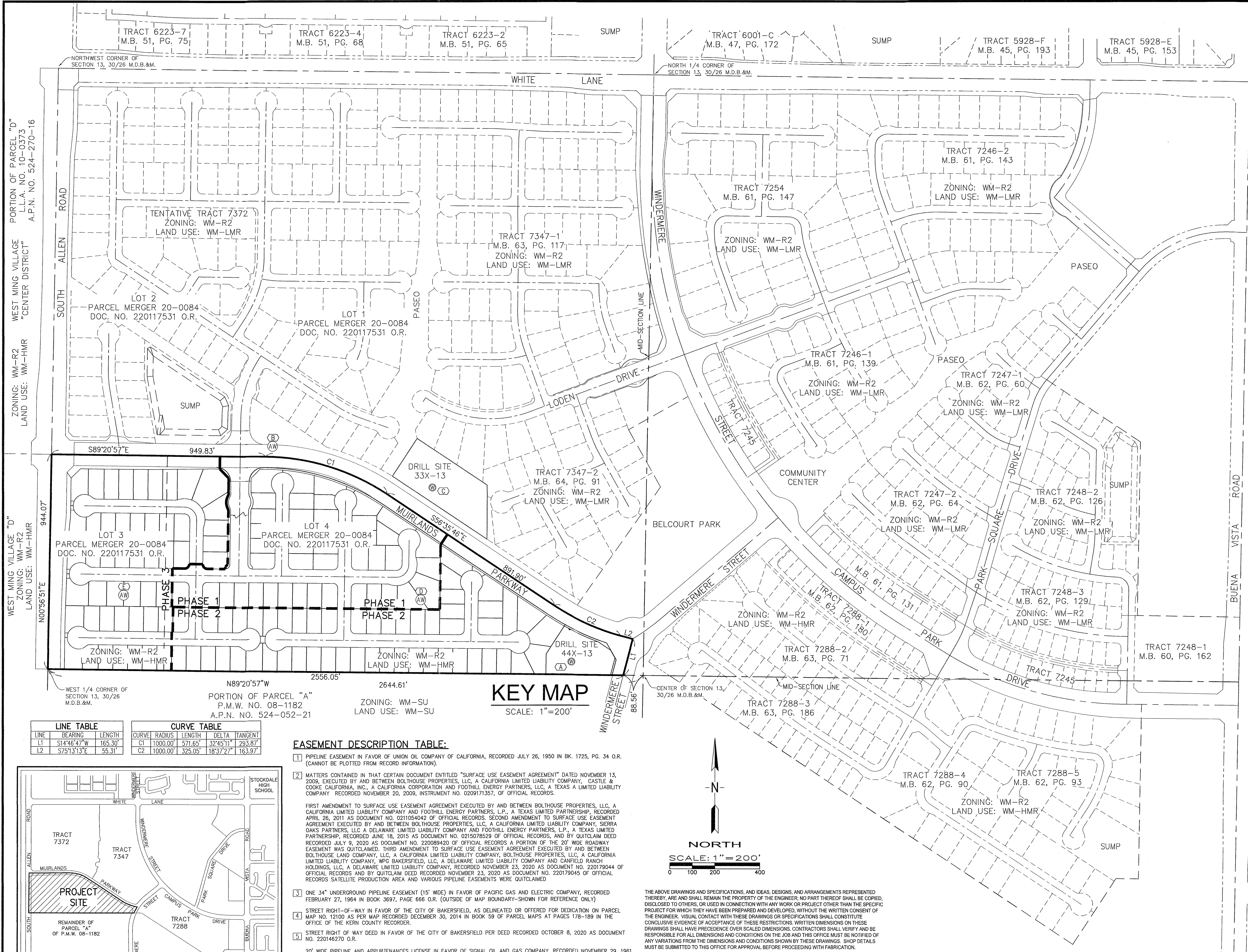


BAKERSFIELD



Feet





GENERAL NOTES

- ASSESSOR'S PARCEL NUMBER(S): 524-051-24 AND 524-051-25
- THIS DEVELOPMENT WILL CONFORM TO THE CITY OF BAKERSFIELD SUBDIVISION STANDARDS
- FIRE PROTECTION: IN CONFORMANCE WITH CITY OF BAKERSFIELD FIRE DEPT. STANDARDS

STATISTICS

- APPROXIMATE ACREAGE: 42.78 ACRES GROSS 26.31 ACRES NET
- NUMBER OF LOTS: SEE LOT-PHASING TABLE THIS SHEET (NET DENSITY 5.47 DU/NET ACRE)

UTILITIES

- WATER: CITY OF BAKERSFIELD
- SEWER: CITY OF BAKERSFIELD
- DRAINAGE: DRAINAGE FACILITIES IN ACCORDANCE WITH CITY OF BAKERSFIELD STANDARDS
- GAS: PACIFIC GAS AND ELECTRIC COMPANY
- ELECTRIC: PACIFIC GAS AND ELECTRIC COMPANY
- TELEPHONE: AT&T
- CABLE: SPECTRUM

LAND USE

- EXISTING LAND USE: VACANT LAND
- PROPOSED LAND USE: PRIVATE GATED SINGLE FAMILY RESIDENTIAL SUBDIVISION
- EXISTING AND PROPOSED ZONING: WEST MING SPECIFIC PLAN WM-R2
- GENERAL PLAN DESIGNATION: WEST MING SPECIFIC PLAN WM-HMR

SCHOOLS & DISTRICTS

- HIGH SCHOOL: STOCKDALE H.S. (KERN HIGH S.D.)
- JUNIOR HIGH SCHOOL: WARREN JUNIOR H.S. (PANAMA-BUENA VISTA UNIFIED S.D.)
- ELEMENTARY SCHOOL: McCAULIFFE ELEMENTARY (PANAMA-BUENA VISTA UNIFIED S.D.)

FLOOD ZONES

- FLOOD ZONE DESIGNATIONS PER FIRM MAP No. 06029C2275E, DATED SEPTEMBER 26, 2008.
FIRM ZONE "X": AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

ADDITIONAL NOTES:

THE BOLD BORDER REPRESENTS THE BOUNDARY BEING SUBDIVIDED.

STREET FLOWLINE GRADES ARE 0.20% MIN. AND 2% MAX.

THERE ARE NO BUILDINGS WITHIN MAP BOUNDARY

ALTERNATE STREET NAMES:

- MUSCATINE
- MAIRS
- CONDON

LOT-PHASING TABLE

PHASE NO.	BUILDABLE SFR LOTS	LETTERED LOTS	AREA (GROSS) ACRES
1	43	12	13.55
2	52	10	14.74
3	49	6	14.49
TOTAL	144	28	42.78

NOTES: 1) SEE SHEET 4 FOR TYPICAL STREET SECTIONS.

2) THIS SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND ANY AMENDMENTS THERETO, AND DEVELOPMENT AGREEMENT NO. 07-310.

LANDSCAPING NOTE:

NOTE: ALL LANDSCAPING SHALL BE PRIVATELY MAINTAINED THROUGH HOMEOWNER'S ASSOCIATION.

WELL DESIGNATION TABLE

(A)	WEST ENERGY OPERATING, LLC "GOSFORD 4 44X-13" (ACTIVE)
(B)	PHILLIPS PETROLEUM CO. "GOSFORD 4 23-13" (ABANDONED) -NOT WITHIN MAP BOUNDARY
(C)	WEST ENERGY OPERATING, LLC "33X-13" (ACTIVE) -NOT WITHIN MAP BOUNDARY
(D)	STREAM ENERGY, INC. "GOSFORD 4 34-13" (ABANDONED)
(E)	PHILLIPS PETROLEUM CO. "GOSFORD 4 14-13" (ABANDONED)

100' NON-BUILDING SETBACK FOR RESIDENTIAL STRUCTURES FOR ACTIVE WELLS

75' NON-BUILDABLE SETBACK FOR STREET RIGHT-OF-WAY FOR ACTIVE WELLS

ALL ABANDONED WELLS HAVE A 10' NON-BUILDABLE SETBACK

(AW) ABANDONED WELL (W) ACTIVE WELL

EXHIBIT A-3

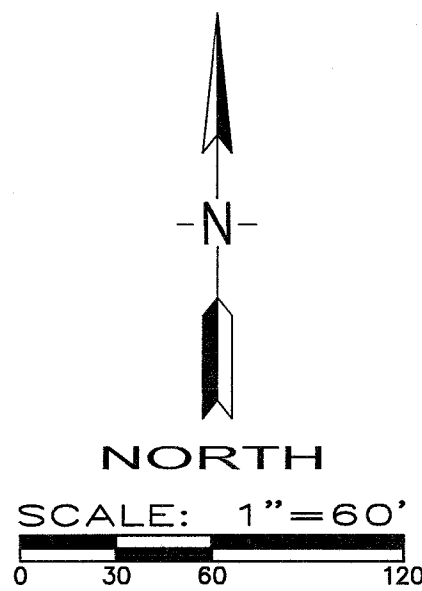


LEGEND

- 1) SEE PRIVATE STREET LOT TABLE ON SHEET 3
- 2) SEE LETTERED LOT TABLE ON SHEET 3
- (A) SEE WELL DESIGNATION TABLE ON SHEET 1

PORTION OF PARCEL "A"
P.M.W. NO. 08-1182
A.P.N. NO. 524-052-21

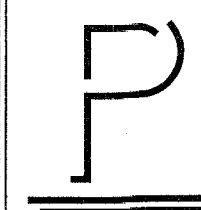
EXHIBIT A-3



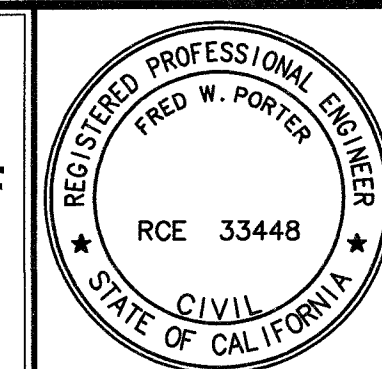
OWNER:
BOLTHOUSE LAND COMPANY, LLC
11601 BOLTHOUSE DRIVE, STE. 200
BAKERSFIELD, CA. 93311

SUBDIVIDER:
SUMMIT CAPITAL VENTURES, INC.
8725 SWINGERT COURT
BAKERSFIELD, CA. 93311

LEGAL DESCRIPTION:
BEING A DIVISION OF LOTS 3 AND 4 OF PARCEL MERGER NO. 20-0084 AS EVIDENCED BY CERTIFICATE OF MERGER RECORDED AUGUST 26, 2020 AS DOCUMENT NO. 220117531 OF OFFICIAL RECORDS IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.B.&M. IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.



PORTER & ASSOCIATES, INC.
ENGINEERING & SURVEYING
1200 21st Street, Bakersfield, California 93301
661.327.0362 FAX 661.327.1065



FRED W. PORTER
PROJECT MANAGER: FP2
DRAFTSMEN: LGH
PA REVIEW BY: _____ DATE: _____

DATE 1/20/2021 PA JOB No. 3192

**VESTING
TENTATIVE
TRACT No. 7376**

2 OF 4 SHEETS

PRIVATE STREET LOT TABLE		
PHASE NO.	STREET LETTER	AREA
1	STREET "A"	0.69 ACRES
1	STREET "B"	1.32 ACRES
1	STREET "C"	0.61 ACRES
1	STREET "D"	0.51 ACRES
1	STREET "E"	0.66 ACRES
1	STREET "F"	0.12 ACRES
1	STREET "G"	0.12 ACRES
2	STREET "A"	0.62 ACRES
2	STREET "B"	0.12 ACRES
2	STREET "C"	0.12 ACRES
2	STREET "D"	1.78 ACRES
2	STREET "E"	0.41 ACRES
3	STREET "A"	0.67 ACRES
3	STREET "B"	0.48 ACRES
3	STREET "C"	0.68 ACRES
3	STREET "D"	0.69 ACRES

LEGEND

(A) SEE WELL DESIGNATION TABLE ON SHEET 1

LETTERED LOT TABLE

NOTE: ALL LETTERED LOTS (STREETS AND LANDSCAPE) SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION

PHASE 1

LOT "H"= LANDSCAPE, PEDESTRIAN ACCESS & PUBLIC UTILITIES
LOT "I"= LANDSCAPE, PEDESTRIAN ACCESS & PUBLIC UTILITIES
LOT "J"= LANDSCAPE, PEDESTRIAN ACCESS & PUBLIC UTILITIES
LOT "K"= LANDSCAPE, PEDESTRIAN ACCESS & PUBLIC UTILITIES
LOT "L"= LANDSCAPE, PEDESTRIAN ACCESS & PUBLIC UTILITIES

PHASE 2

LOT "F"= LANDSCAPE & PEDESTRIAN ACCESS & PUBLIC UTILITIES
LOT "G"= DRILL SITE
LOT "H"= LANDSCAPE & PEDESTRIAN ACCESS & PUBLIC UTILITIES
LOT "I"= LANDSCAPE & PEDESTRIAN ACCESS & PUBLIC UTILITIES
LOT "J"= LANDSCAPE & PEDESTRIAN ACCESS & PUBLIC UTILITIES

PHASE 3

LOT "E"= LANDSCAPE, PEDESTRIAN ACCESS & PUBLIC UTILITIES
LOT "F"= LANDSCAPE & PEDESTRIAN ACCESS & PUBLIC UTILITIES

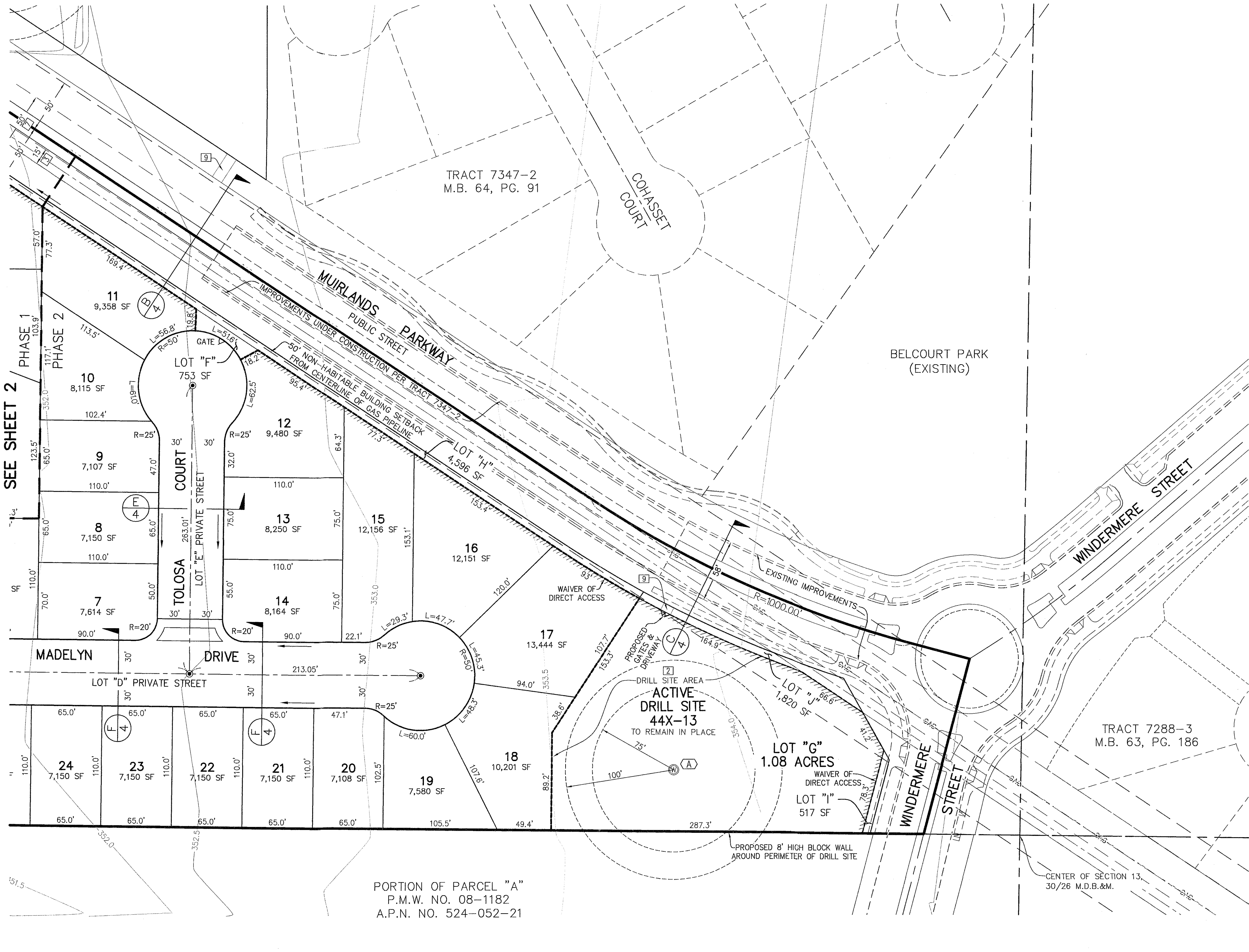


EXHIBIT A-3

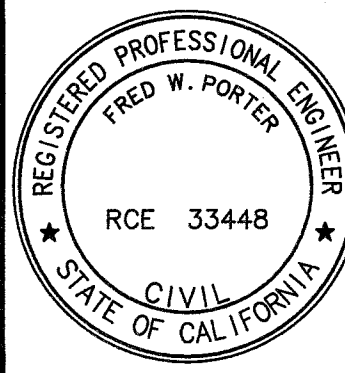
OWNER:
BOLHOUSE LAND COMPANY, LLC
11601 BOLHOUSE DRIVE, STE. 200
BAKERSFIELD, CA. 93311

SUBDIVIDER:
SUMMIT CAPITAL VENTURES, INC.
8725 SWIGERT COURT
BAKERSFIELD, CA. 93311

LEGAL DESCRIPTION:
BEING A DIVISION OF LOTS 3 AND 4 OF PARCEL MERGER NO. 20-0084 AS EVIDENCED BY CERTIFICATE OF MERGER RECORDED AUGUST 26, 2020 AS DOCUMENT NO. 220117531 OF OFFICIAL RECORDS IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE 28 EAST, M.D.B.&M. IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.



PORTER & ASSOCIATES, INC.
ENGINEERING & SURVEYING
1200 21st Street, Bakersfield, California 93301
661.327.0362 FAX 661.327.1065



FRED W. PORTER
PROJECT MANAGER: FP2
DRAFTSMAN: LGH
PA REVIEW BY: DATE:

DATE 1/20/2021 PA JOB No. 3192
VESTING
TENTATIVE
TRACT No. 7376
3 OF 4 SHEETS

LEGEND

- 1 PROPOSED 6" CURB & GUTTER
- 2 PROPOSED 6"x 6" CONCRETE MOW CURB
- 3 PROPOSED TYPE "M" MEDIAN CURB
- 4 PROPOSED 8' WIDE CONCRETE MULTI-USE TRAIL
- 5 PROPOSED LANDSCAPE AREA—LANDSCAPE AREA SLOPES MAY VARY FROM 2% MIN TO 4:1 MAX
- 6 PROPOSED 4' WIDE DECOMPOSED GRANITE PATH
- 7 PROPOSED SIDEWALK (WIDTH VARIES)

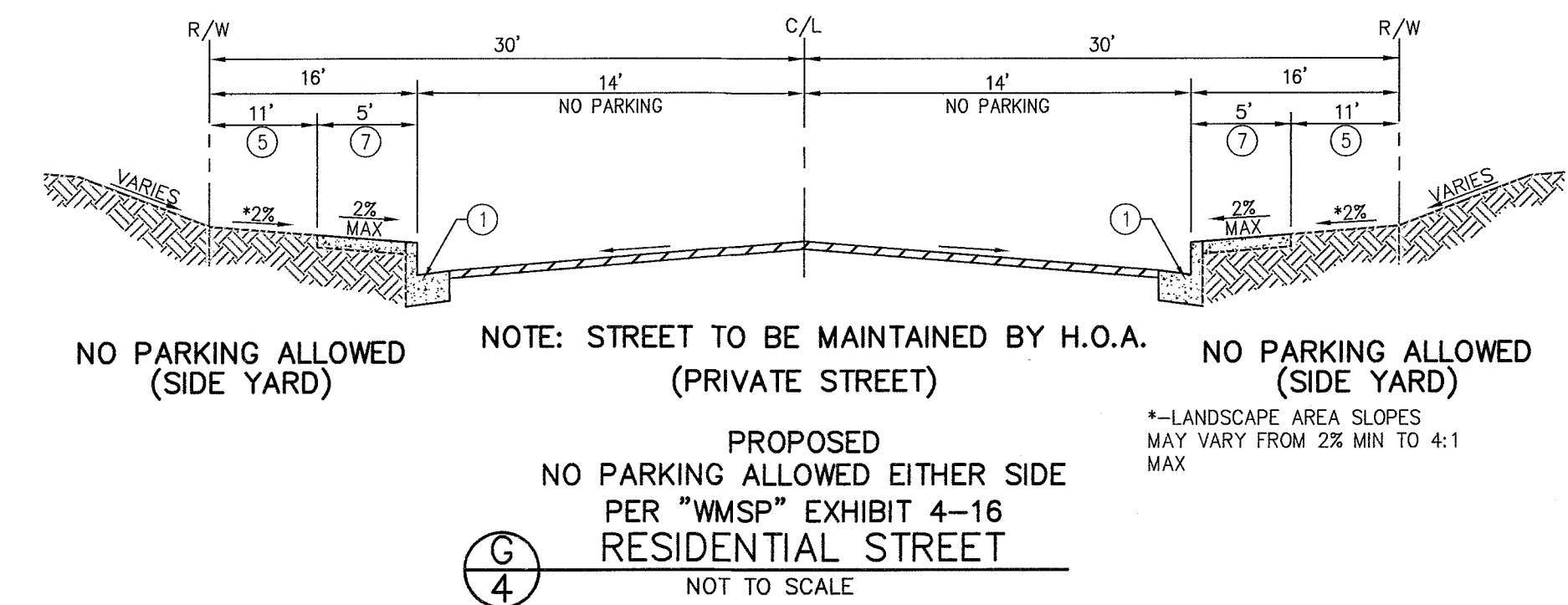
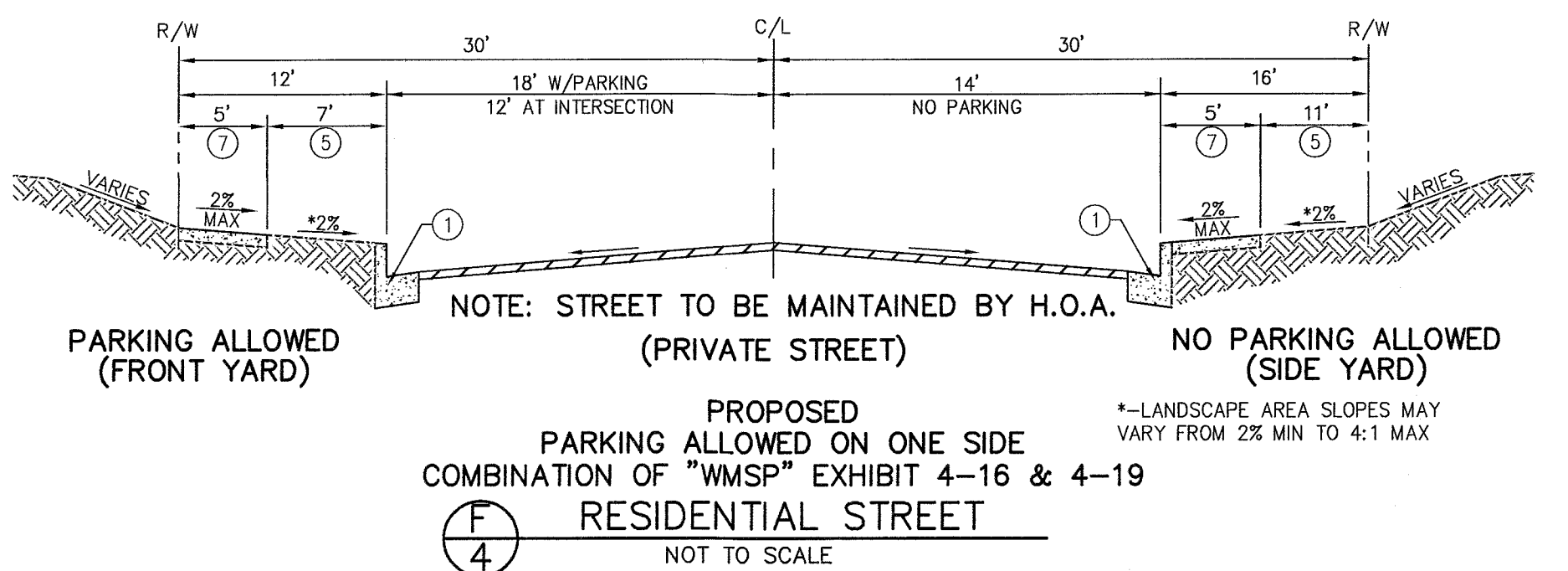
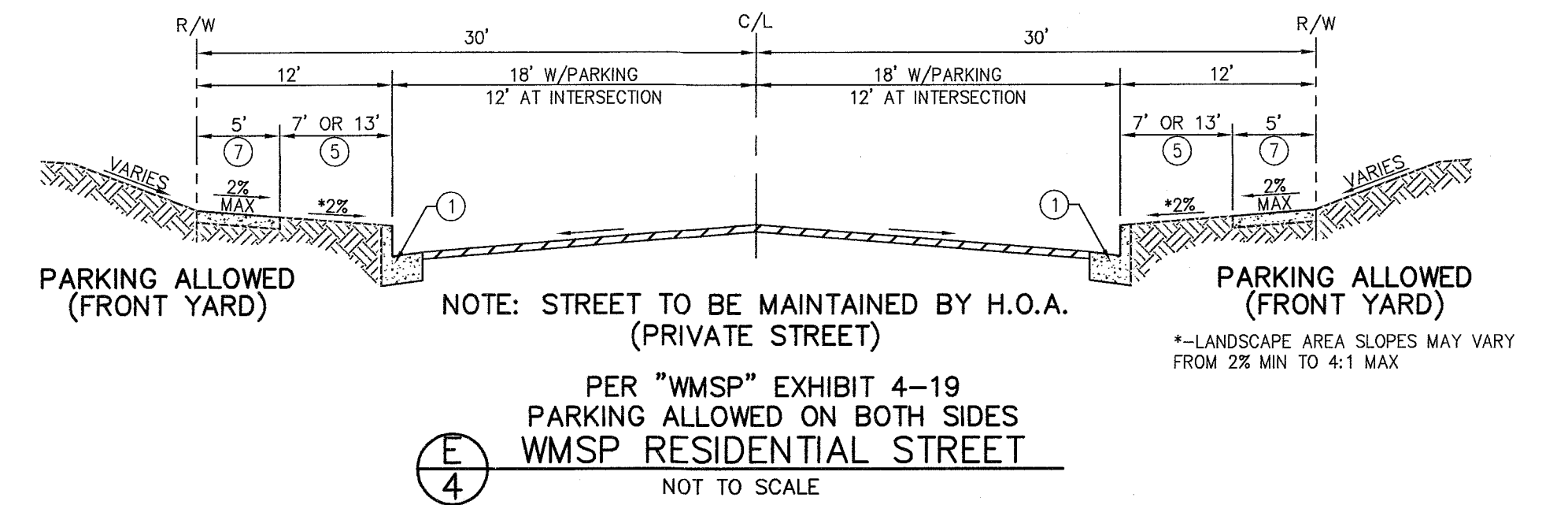
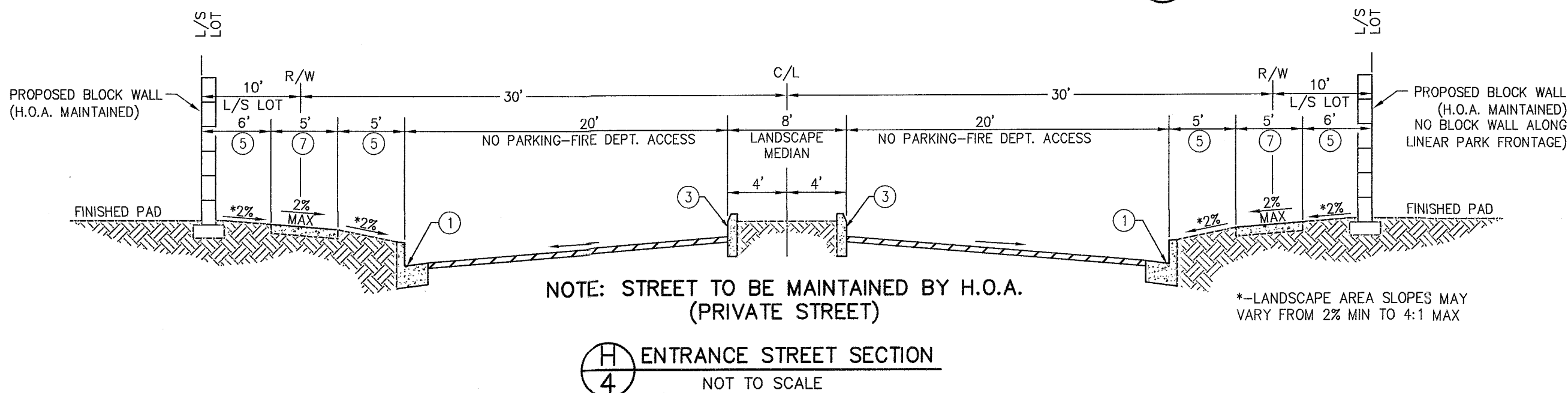
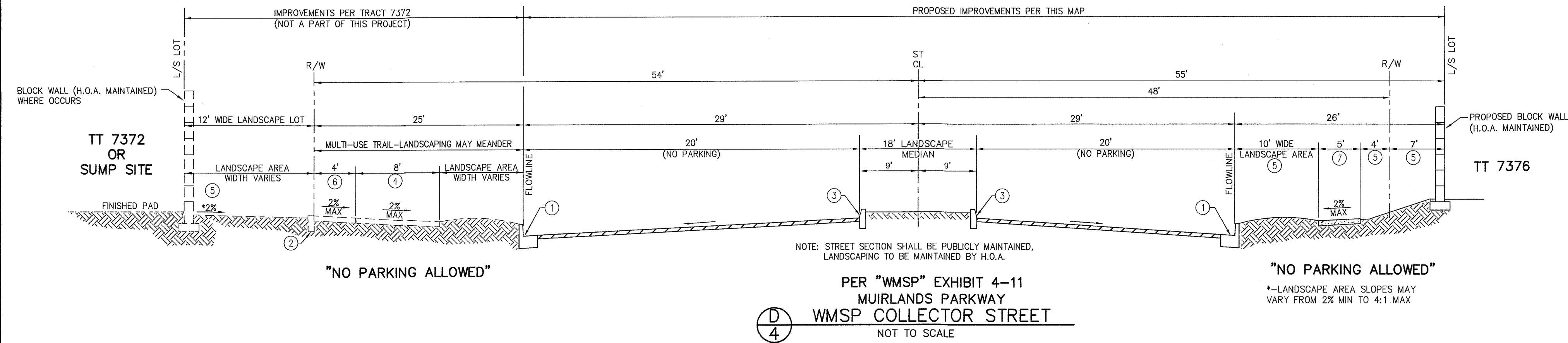
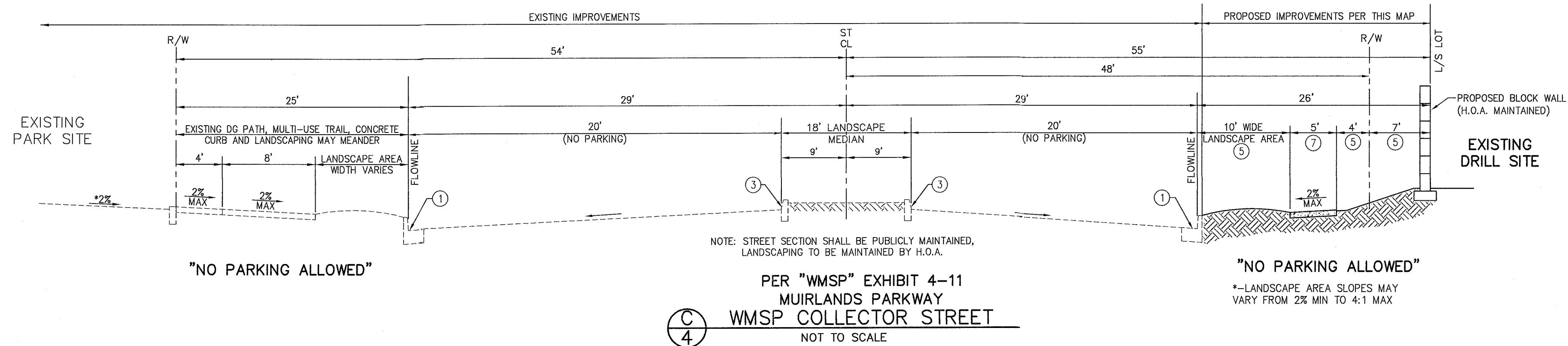
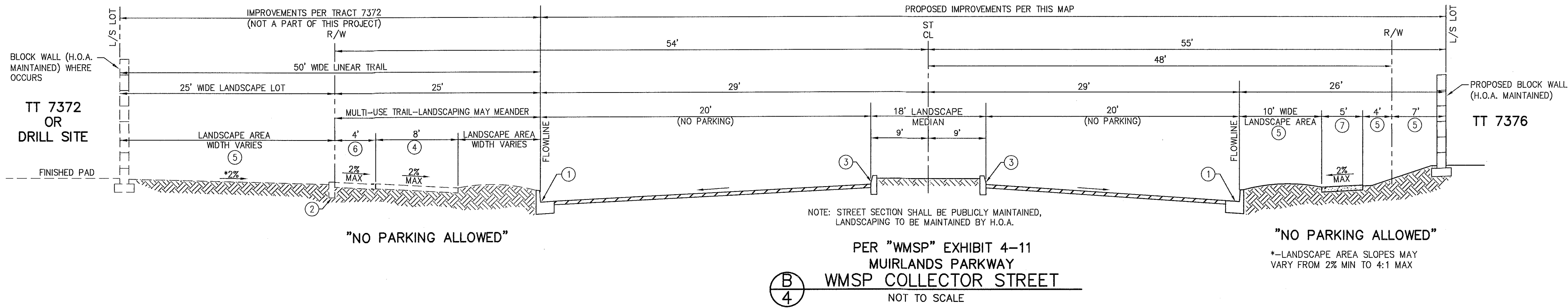
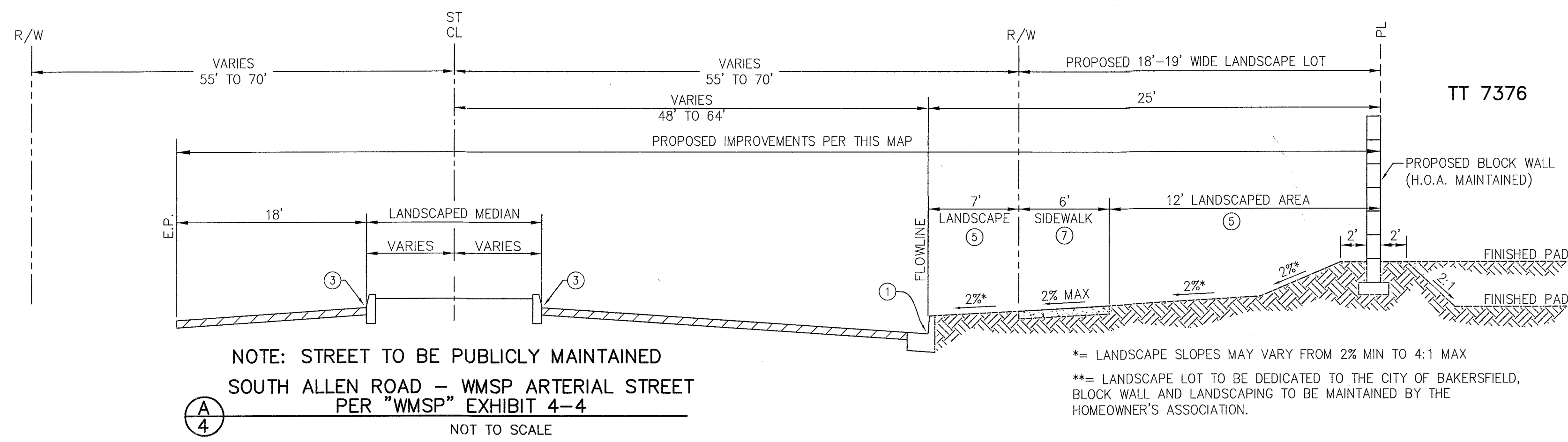


EXHIBIT A-3

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BAKERSFIELD, CA. 93311

SUBDIVIDER:
SUMMIT CAPITAL VENTURES, INC.
8725 SWIGERT COURT
BAKERSFIELD, CA. 93311

LEGAL DESCRIPTION:
BEING A DIVISION OF LOTS 3 AND 4 OF PARCEL MERGER NO. 20-0084 AS EVIDENCED BY CERTIFICATE OF MERGER RECORDED AUGUST 26, 2020 AS DOCUMENT NO. 220117531 OF OFFICIAL RECORDS IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.B.&M. IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

PORTER & ASSOCIATES, INC.
ENGINEERING & SURVEYING
1200 21st Street, Bakersfield, California 93301
661.327.0362 FAX 661.327.1065

REGISTERED PROFESSIONAL ENGINEER
FRED W. PORTER
RCE 33448
CIVIL
STATE OF CALIFORNIA

PROJECT MANAGER: FP2
DRAFTSMAN: LGH
PA REVIEW BY: DATE:

DATE 1/20/2021 PA JOB No. 3192
VESTING
TENTATIVE
TRACT No. 7376
4 OF 4 SHEETS

Notice of Determination

To:☐ Office of Planning and Research*For U.S. Mail:* *Street Address:*

P.O. Box 3044

1400 Tenth St.

Sacramento, CA 95812-3044 Sacramento, CA 95814

☒ County ClerkCounty of: KernAddress: 1415 Truxtun Avenue
Bakersfield, CA 93301**From:**Public Agency: City of BakersfieldAddress: Development Services Dept., Planning Division
1715 Chester Avenue, Bakersfield, CA 93301Contact: Tony Jaquez, Associate PlannerPhone: (661) 326-3452

Lead Agency (if different from above):

Address: _____

Contact: _____

Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.State Clearinghouse Number (if submitted to State Clearinghouse): N/AProject Title: Vesting Tentative Tract Map 7376 (Phased)Project Location (include county): Southeast corner of White Lane and South Allen Road in southwest Bakersfield, Kern County**Project Description:**

Subdivide 42.78 acres into 144 residential lots, one drill site lot, and various landscape lots in a WMSP-R2 (West Ming Specific Plan – Limited Multi-Family Dwelling) zone located on the south side of Muirlands Parkway, east of South Allen and west of Windermere Street in west Bakersfield. The applicant is also requesting for alternate lot and street design, and waiver of mineral rights signatures pursuant to Bakersfield Municipal Code (BMC) Section 16.20.060.A.1.

This is to advise that the City of Bakersfield Planning Commission has approved the above described project on☐ Lead Agency or ☒ Responsible AgencyMarch 18, 2021 and has made the following determinations regarding the above described project:

(Date)

1. The project [☐ will ☒ will not] have a significant effect on the environment.
2. ☒ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☒ were ☐ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☐ was ☒ was not] adopted for this project.
5. A statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at: City of Bakersfield Development Services Department, Planning Division, 1715 Chester Avenue, Bakersfield, CA 93301

Signature (Public Agency) _____ Title Associate PlannerDate 3/19/2021

Date Received for filing at OPR _____

Recording Requested by:
and for the benefit of
CITY OF BAKERSFIELD

And When Recorded Mail to:

City Clerk
CITY OF BAKERSFIELD
1501 Truxtun Avenue
Bakersfield, CA 93301

James W. Fitch, Assessor – Recorder
Kern County Official Records

Recorded at the request of
Public

SOFIR
9/18/2007
2:00 PM

DOC#: **0207192599**



Stat Types: 1 Pages: **43**

Fees	0.00
Taxes	0.00
Others	0.00
PAID	\$0.00

RECORDING REQUESTED BY
CITY OF BAKERSFIELD
RECORDING FEES EXEMPT DUE TO
GOVERNMENT CODE SECTION 27383

City Clerk

(Space Above Line For Recorder's Use Only)

07-310

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF BAKERSFIELD

AND

CASTLE & COOKE CALIFORNIA, INC.

AND

BOLTHOUSE PROPERTIES, LLC

CITY OF BAKERSFIELD
ORIGINAL

06/11/2007

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF BAKERSFIELD
AND CASTLE & COOKE CALIFORNIA, INC.
AND BOLTHOUSE PROPERTIES, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this 29th day of August, 2007, by and between the **CITY OF BAKERSFIELD**, a charter city ("City"), and, **CASTLE & COOKE CALIFORNIA, INC.**, a California corporation and **BOLTHOUSE PROPERTIES, LLC**, a California limited liability corporation (collectively "Developer").

RECITALS:

WHEREAS, the lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public; and

WHEREAS, California Government Code Sections 65864-65869.5 (the "Development Agreement Statute") were therefore enacted authorizing a municipality to enter into binding development agreements with persons having legal or equitable interests in real property; and

WHEREAS, Developer has a legal or equitable interest in 2,181.87 acres of real property located within the City's sphere of influence, more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, subject to the provisions of the "Project Approvals" (as defined below), Developer's project proposal known as the "West Ming Specific Plan" ("Specific Plan") will consist of a mixed-use master-planned community, including approximately 7,450 residential units, and permitting various other uses including, commercial, parks, school sites, light industrial, and other special uses, together with roads, related parking, landscaping and supporting public and private infrastructure, as more particularly described in the Specific Plan

(collectively, the "Project"), as generally depicted on the illustrative plan attached hereto as **Exhibit "B,"** and incorporated herein by this reference; and

WHEREAS, on August 15, 2007, the City Council (the "Council"), after making appropriate findings, certified the Environmental Impact Report ("EIR") pursuant to the provisions of the California Environmental Quality Act ("CEQA"), and adopted Resolution No. 162-07, approving General Plan Amendment No. 03-1544, Resolution No. 163-07 approving Specific Plan No. 03-1544, Ordinance No. 4457, approving Zone Change No. 03-1544, and Ordinance No. 4457, approving Development Agreement No. 07-310, (collectively, the "Project Approvals"); and

WHEREAS, development of the Project as planned will further the comprehensive planning objectives contained within City's general plan, as amended, (the "General Plan"), and is anticipated to result in public benefits, including, among others, the following:

1. Fulfilling long-term economic and social goals for City and the community;
2. Providing fiscal benefits to City's General Fund in terms of increased employment and property tax revenues;
3. Providing both short-term construction employment and long-term permanent employment within City;
4. Financing and constructing significant infrastructure improvements that will serve the region and the community;
5. Phasing the construction of public infrastructure improvements with private development;
6. Providing housing which will help to satisfy City's obligation to meet City's share of regional housing needs; and

7. Enhancing City's active and passive recreational elements.

WHEREAS, Developer has requested City to enter into a development agreement pursuant to the Development Agreement Statute; and

WHEREAS, for the reasons recited herein, City has determined that the Project is a development for which a development agreement is appropriate under the Development Agreement Statute; and

WHEREAS, the Council has determined that this Agreement is consistent with the General Plan and specifically has determined that this Agreement is fair, just and reasonable, and City has concluded that the economic interests of its citizens and the public health, safety and welfare will be best served by entering into this Agreement; and

WHEREAS, the Planning Commission of City (the "Planning Commission") held duly noticed public hearings on this Agreement; and

WHEREAS, the Council, after a duly noticed public hearing, adopted Ordinance No. 4457, approving this Agreement on August 29, 2007, which Ordinance became effective on September 28, 2007 (the "Effective Date"); and

WHEREAS, City does not normally enter into long term development agreements because development fees are frozen; and

WHEREAS, City would not enter into this Agreement unless it was assured that fees would not be frozen and new infrastructure and construction requirements could be applied to the area covered by this Agreement (except to the extent expressly stated otherwise in this Agreement); and

WHEREAS, notice of intention to consider adoption of this Agreement has been given as provided in California Government Code Sections 65090 and 65091, in addition to all other notices required by law for actions to be considered concurrently therewith, as required by California Government Code Section 65867; and

WHEREAS, Developer desires to enter into this Agreement to avoid possible future development restrictions, give Developer long term development assurances and allow Developer

flexibility in timing development decisions, and not for the purpose of freezing development fees or avoiding new infrastructure or construction requirements.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing recitals into this Agreement and in consideration of the mutual promises, obligations and covenants herein contained, the City and Developer mutually agree as follows:

SECTION I. PUBLIC BENEFIT.

The parties acknowledge and agree that development of the Project will result in substantial public needs which will not be fully met by the Project under existing ordinances, policies, rules and regulations, and that this Agreement confers substantial private benefits on Developer 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 Developer by providing more fully for the satisfaction of the public needs resulting from the Project as follows:

A. Urban Park Development Fee.

Developer agrees to pay a park development fee in the amount of \$1,275 per residential unit, which amount shall remain unchanged while this Agreement is in effect, to be imposed and collected at the time of issuance of a building permit. This fee shall be used in the acquisition and/or development of a regional park to be located on Taft Highway between Gosford and Ashe Road, or as otherwise specified by the City. This fee is in addition to the current park acquisition and development fees required by Bakersfield Municipal Code Chapters 15.80 and 15.82.

B. Fire and Police Equipment Impact Fee.

Developer agrees to pay a fee to provide for the purchase of equipment and apparatus required for police and fire services to be used in southwest Bakersfield. Said fee will be imposed and collected at the time of issuance of a building permit in the amount of \$234 per residential unit, which amount shall remain unchanged while this Agreement remains in effect. In the event the City adopts a City-wide fee for the purchase of equipment and apparatus for

police and fire services that is less than \$234 per residential unit, then Developer shall pay only the lesser fee, from the date of adoption. In the event the City adopts a City-wide fee for the purchase of equipment and apparatus for police and fire services that is greater than \$234 per residential unit, Developer shall receive a credit against that larger fee for any fees paid under this Paragraph.

C. Community Facility District for Public Facilities and Operation and Maintenance.

Developer agrees to support the establishment of a Community Facilities District to include all property covered by this Development Agreement. The intent of the district is to provide financing for the operation and maintenance of public facilities and services, including salary and benefits of personnel, as well as capital costs related to public facilities and infrastructure, in southwest Bakersfield required to support the Project as described in this Development Agreement. Services to be included in the district are Fire and Police Protection Services in an amount of \$287 per residential unit annually for the first ten (10) years of development under this Agreement and \$174 per residential unit annually for the remaining term of this Development Agreement. The commencement of the first ten (10) year period shall begin upon issuance of the first building permit for a residential unit within the Project area, and only those residential units for which a building permit has been issued will be subject to the services tax. In the event the City adopts a City-wide tax to pay for the operation and maintenance of public facilities and/or services for fire and police protection, then Developer shall receive a credit against such tax in the amount of any special taxes paid under this Section.

D. Other Fees. Except as otherwise specifically provided in paragraphs A, B, and C of Section I and paragraphs D.2 and G of Section II of this Agreement, the City is under no obligation to freeze any development or other fees that may apply now or in the future to the Project.

SECTION II. PROJECT DEVELOPMENT

A. **Permitted Uses densities, intensities, height, size and dedications.** Developer shall be permitted to develop the Property in accordance with the Specific Plan, and the permitted uses of the Property, the densities and intensities of use of the Property, and the maximum height and size of proposed buildings on the Property shall be as permitted by the Specific Plan. Any provisions for reservation or dedication of land for public purposes shall be as permitted by the Specific Plan or as set forth in this Agreement. Where provisions are not specified in this Agreement or the Specific Plan, standards, ordinances, resolutions, rules or policies in effect at the time of development shall apply to the Project.

B. **Rules, Regulations and Official Policies.**

1. **Applicable Rules.** The parties hereby agree that, for the term of this Agreement, the rules, regulations and official policies governing permitted uses, governing density, and governing design, improvement and construction standards and specifications applicable to development of the Property and the Project shall be those rules, regulations and official policies in force at the time of the Effective Date, including, without limitation, the Project Approvals (collectively, the "Applicable Rules"). Notwithstanding the foregoing, nothing in this Agreement shall preclude City from applying changes occurring from time to time in the Uniform Building Code, Uniform Electrical Code, Uniform Fire Code, Uniform Mechanical Code, Uniform Plumbing Code or Public Works Subdivision and Engineering Design Manual, provided that such changes (i) are found by City to be necessary to the health or safety of the citizens of City, (ii) are generally applicable to all similar types of property in City.

2. **Conflicting Enactments.** Any change in the Applicable Rules, including, without limitation, any change in any applicable general, area or Specific Plan, zoning, subdivision or building rule or regulation, adopted or becoming effective after the Effective Date, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the Council, the Planning Commission or any other board, agency, commission,

committee, or department of City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Property and which would conflict in any way with or be more restrictive than the Applicable Rules ("Subsequent Rules"), shall not be applied by City to the Property except reasonable provisions required to address health and safety requirements applicable to all property in the City. Developer may give City written notice of its election to have any subsequent change to any Applicable Rule applied to the Property, in which case such subsequent change shall be deemed to be an Applicable Rule.

3. **Setbacks, Design Guidelines, Landscape Guidelines and Park Improvements.** Except as may otherwise be provided in this Agreement, the front, side, and rear setbacks and the design and landscape guidelines for all structures within the Project shall be consistent with and conform to the Applicable Rules.

4. **Changes in Rules, Regulations and Official Policies.** Nothing in this Agreement shall be deemed to prevent the City from enacting or adopting changes in the method and procedures for processing any development entitlement including, but not limited to, general plan amendments, zone changes, site plan review, improvement plans, subdivision and parcel maps, so long as such changes do not preclude or materially burden Developer's vested rights as set forth in this Agreement.

5. **Development Agreement Parity.** City acknowledges that it has entered into development agreements with some developers and may negotiate agreements with others with the intent that all fees and taxes identified under Section I of this Agreement and the other agreements shall, in the aggregate, be substantially the same. In the event City enters into a development agreement with another developer ("other agreement") covering undeveloped land on which is proposed a mixed-commercial/residential master plan development similar to that covered by this Agreement which other agreement has an aggregate fee and tax under Section I that is less than that proposed under this Agreement, the Parties hereto shall negotiate in good faith to amend this Agreement to match, as nearly as possible, the lower aggregate fee and tax

reflected in the other agreement. The parties hereby acknowledge that the provisions of this Paragraph shall not apply where the City enters into a development agreement with LBREP/L-Suncal MacAllister Ranch, or its successor-in-interest, for the development known as McAllister Ranch.

C. **Future Approvals.** Any development of the Property shall require all discretionary approvals required by the Applicable Rules (collectively, the "Future Approvals"). Upon granting any of the Future Approvals, they shall become part of the Applicable Rules, and Developer shall have a "vested right", as that term is defined under California law (including a "vested right" as that term is used in California Government Code Section 66498.1), in and to such Future Approvals by virtue of this Agreement.

D. **Permitted Fees and Exactions/Sewer Connection Fees.**

1. Except as otherwise provided in this Agreement, and specifically excluding fees set by entities not controlled by City that are collected by City, City shall only charge and impose those fees and exactions, including, without limitation, dedications and any other fee or tax (including excise, construction or any other tax) relating to development or the privilege of developing, which are in effect on a City-wide basis on the Project. The City agrees to include the Project in the City-wide traffic model and to amend the model to include regional roadway improvements eligible to be financed and constructed under the Bakersfield Metropolitan Area Regional Traffic Impact Fee Program.

2. Developer agrees to pay City residential sewer connection fees that are applicable at the time of the Effective Date. Developer further agrees to pay the fixture unit connection fee for commercial and industrial use that is current at the time of building permit issuance. The residential fees will not be subject to any increase provided a pre-payment plan is reached with the City that requires all residential fees to be paid within three (3) years from the date of the Notice of Completion of annexation of the Property and including Developer's proportionate share of the cost of the defined sewer trunk line.

E. **Reservation of Land for West Beltway.** The West Beltway alignment as depicted on Exhibit "C," hereto, will be reserved by Developer until this Agreement terminates. Any future compensation for the West Beltway rights-of-way shall be exclusive of the 90 foot right-of-way that is required to be dedicated if the Beltway is not constructed. City agrees to acquire an additional 120-foot width portion of the West Beltway, but up to a 160-foot portion at interchange and bridge locations (90 feet of width being a condition of free dedication), for the future West Beltway right-of-way concurrent with the first tract map recordation (including recordation of a final map for financing or conveyance purposes only, or the first partial final map if the approved tentative tract map subdivides the subject property into individual lots) using an appraisal by an independent appraiser mutually acceptable to City and Developer, paid for one-half by City and one-half by Developer. In the event City and Developer are unable to agree upon a mutually acceptable appraiser after good faith efforts to do so, the independent appraiser shall be selected by the City. The date of valuation for the property to be acquired shall be the date of recordation of the first tract map. The City shall pay the appraised value but in no case greater than \$50,000 per acre.

F. **Permitted Conditions.** Provided Developer's applications for any Future Approvals are consistent with this Agreement and the Applicable Rules, City shall grant the Future Approvals in accordance with the Applicable Rules and authorize development of the Property for the uses and to the density of the Project described herein. In connection with any Future Approvals, City shall have the right to impose reasonable conditions including, without limitation, normal and customary dedications for rights-of-way or easements for public access, utilities, water, sewers, and drainage necessary for the Project; provided, however, such conditions and dedications shall not be inconsistent with the Applicable Rules or Project Approvals, nor inconsistent with the development of the Project as contemplated by this Agreement. Developer may protest any conditions, dedications or fees while continuing to develop the Property; such a protest by Developer shall not delay or stop the issuance of building permits or certificates of occupancy.

G. **Term of Map(s).** Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any tentative map(s), map(s), vesting tentative map(s), tentative parcel map(s), vesting parcel map(s), tract map(s), final map(s), and any other form of subdivision map(s) relating to all or a portion of the Project on all or any portion of the Property shall be extended for a period of time to the longer of, (i) the scheduled termination date of this Agreement as set forth in Section V.I below, or (ii) the term of such maps under applicable provisions of the Subdivision Map Act, including any non-discretionary extensions and any granted discretionary extensions thereof; except that development impact fees shall be frozen by virtue of any such map only for a period of time equal to the term of such map(s) which would exist absent this Agreement under applicable provisions of the Subdivision Map Act, including any automatic non-discretionary extensions thereof.

H. **Timing of Development.** Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), 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 the parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that, subject to any infrastructure phasing requirements that may be required by the Project Approvals or any Future Approvals, Developer shall have the right (without obligation) to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

I. **Moratorium.** No City-imposed moratorium (except those for public health and safety) or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the Council, an agency of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or

portions of City, shall apply to the Property to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

J. Infrastructure Capacity. Subject to Developer's installation of infrastructure and payment of all imposed fees in a timely manner in accordance with the requirements of the Project Approvals and any Future Approvals, City hereby acknowledges that it will have sufficient capacity in its infrastructure, services and utility systems, including, without limitation, traffic circulation, storm drainage, flood control, electric service, sewer collection, sewer treatment, sanitation service and, except for reasons beyond City's control, water supply, treatment, distribution and service, to accommodate the Project. To the extent that City renders such services or provides such utilities, City hereby agrees that it will serve the Project and that there shall be no restriction on hookups or service for the Project except for reasons beyond City's control.

K. Infrastructure Phasing Flexibility. Notwithstanding the provisions of any phasing requirements in the Project Approvals, Developer and City recognize that economic and market conditions may necessitate changing the order in which the infrastructure is constructed. Therefore, City and Developer hereby agree that should it become necessary or desirable to develop any portion of the Project's infrastructure in an order that differs from the order set forth in the Project Approvals, Developer and City shall collaborate and City shall permit any modification requested by Developer so long as, solely based on City determination, the modification continues to ensure adequate infrastructure is available to serve that portion of the Project being developed. The Developer agrees to be fully responsible for any and all costs resulting from any change in phasing.

L. Development Agreement/Project Approvals. In the event of any inconsistency between any Applicable Rule, Project Approval or Future Approval and this Agreement, the provisions of this Agreement shall control.

M. Public/Private Streets and Roadways. The interior roadway system within the Project (streets not included in the Circulation Plan) may be a combination of public and private streets, subject to City approval. Interior streets, not included in the Circulation Plan, will be designed by Developer and approved by the City with subsequent tentative subdivision maps. Residential streets shall be constructed by Developer in conformance with the residential street sections provided in the Specific Plan and pursuant to City standards. Any or all interior streets within the Project may be either public or private, at the discretion of City. All private streets within the Project shall be maintained by and at the expense of one or more homeowners' associations or property owners' associations established by Developer. All City-owned public roadways within the Project shall be maintained by and at the expense of the City.

N. Maintenance of Landscaping in Parks and Within Rights-of-Way. All Property within the Project benefited by street landscaping or park improvements shall be included in the City's Consolidated Maintenance District. Provided all required maintenance is assumed by one or more homeowners' associations or property owners' associations within the Project, maintenance district assessments for those properties within the Project shall be zero dollars (\$0.00). Any maintenance not so assumed shall be performed by City and shall be assessed on all Property benefited by the street landscaping or park improvements within the Project.

1. In the event one or more property owners' associations or homeowners' associations provides maintenance for the street landscaping or park improvements as provided in the above paragraph, said property owners' associations or homeowners' associations shall enter into a written agreement with the City wherein they shall, among other things, indemnify the City and provide bonding and insurance as required by the City.

O. River Levee. Developer intends to design, engineer and construct a levee as may be necessary or desired by Developer to divert storm flows of the Kern River from the Project. Said designing, engineering, and construction shall be subject to the prior approval of the City. The City agrees to use its best efforts to timely process all City-related approvals

related to the levee. Developer understands that approval from other regulatory agencies may also be necessary.

P. Park Development. Developer shall dedicate land for and improve to City standards a minimum of 56 acres of public park area within the Project in accordance with the Specific Plan for the Project. The final locations and sizes of the public parks will be determined at subdivision approval. However, the location and sizes of the individual parks must meet the general parameters established under the Specific Plan (Paragraph 9.1) and the Public Open Space Plan (Exhibit 9-1 to the Specific Plan). Such dedication and improvement shall satisfy all Developer's requirements under the Quimby Act (California Government Code Section 66477) and under Bakersfield Municipal Code Chapters 15.80 and 15.82.

Q. Water Supply/Availability. If and to the extent required under Government Code Section 65867.5, any tentative map prepared for the Project will comply with the provisions of Government Code Section 66473.7.

SECTION III. COOPERATION/IMPLEMENTATION.

A. Further Assurances; Covenant to Sign Documents. Each party shall take all actions and do all things, and execute, with acknowledgment or affidavit, if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Agreement.

B. Reimbursement. Nothing in this Agreement precludes City and Developer from entering into any reimbursement agreements for the portion (if any) of the cost of any dedications, public facilities and/or infrastructure that City may require as conditions of the Project Approvals or the Future Approvals, to the extent that they are in excess of those reasonably necessary to mitigate the impacts of the Project, and to the extent other landowners are benefited.

C. Public Financing of Improvements. Developer may, from time to time, request City to establish, subject to adopted policy for infrastructure financing, one or more assessment and/or community facilities districts to finance infrastructure, public facilities and/or fees

("Financing Mechanism") that may be required in connection with the development of the Project. In addition, City is willing to sponsor a Community Facilities District which, when combined with other ad valorem taxes and assessments (as set forth in the City's Community Facilities District policy), creates a maximum effective tax rate of up to 2 percent of the estimated base sales price of the subject properties. City agrees to use its reasonable efforts to implement such requests subject to applicable state and federal law and to the Applicable Rules and subject to the following general considerations:

1. General Parameters.

a) Upon written request of the City, Developer will advance amounts necessary to pay all costs and expenses of City to evaluate and structure any Financing Mechanism, to the end that City will not be obligated to pay any costs related to the formation or implementation of any Financing Mechanism from its own general funds or any other source of City revenue. City staff will provide the Developer with a preliminary budget for such costs, and will advise Developer from time to time as to any necessary modifications to that budget.

2. Public Improvements.

a) Developer shall submit to City its phasing plan for any public facilities to be financed, including the priority and financing needs relative to the public improvements. City will use available proceeds of any public financing in accordance with such priorities, and as otherwise provided in this Agreement, consistent with policy on Financing Mechanisms.

b) City will determine the means by which such improvements will be acquired by City consistent with existing City policies and procedures.

c) In addition, any financing may include amounts necessary to discharge any assessment, special tax or other liens on the Property.

3. Financing Parameters.

a) Any public financing shall be secured solely by assessments or special taxes levied within the respective district, proceeds of the bonds issued that are placed in

a bond fund, reserve fund or other such fund for the financing and investment earnings thereon. City's general fund shall not be pledged to the repayment of any public financing.

b) The payment of actual initial and annual administrative costs of City to be incurred in connection with any Financing Mechanism shall be adequately assured, through the inclusion in any assessment or special tax methodology of appropriate provisions for such costs as estimated by City, to the end that City's general fund shall not be called upon to provide for initial or any annual administrative costs related to any Financing Mechanism.

D. **Processing.** Upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate processing fees, if any, City shall, subject to all legal requirements, use reasonable efforts to complete in a timely manner all required steps to grant any approvals and permits necessary for the development by Developer of the Property in accordance with this Agreement, including, but not limited to, the following:

1. The processing of applications for and issuance of all discretionary approvals requiring the exercise of judgment and deliberation by City, including without limitation, the Future Approvals;

2. The holding of any required public hearings;

3. Completing and returning all plan checks within three weeks of submittal.

The methodology of achieving that goal, i.e. whether by designating a full time reviewer or using contract services, etc., will be left to the discretion of the City.

E. **Processing During Third Party Litigation.** The filing of any third party lawsuit(s) against City or Developer relating to this Agreement, the Project Approvals, any Future Approvals or to other development issues affecting the Property shall not delay or stop the development, processing or construction of the Project, approval of any Future Approvals, or issuance of Ministerial Approvals, unless the third party obtains a court order preventing the activity.

F. **Defense of Agreement.** If this Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by applicable law.

G. **Design/Development Standards.** Notwithstanding the provisions of the Applicable Rules, the following design/development standards shall apply to the Project:

1. **Easements.** Easements dedicated for pedestrian use shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities so long as they do not unreasonably interfere with pedestrian use.

H. **Model Homes.** Each subdivision tract is permitted a maximum of six model homes, one of which may include a sales tract office, for each home builder in the tract. Additional model homes may be permitted subject to approval by the planning director. Model homes may be constructed prior to recordation of a final map for the tract; however, no such home shall be offered for sale or rent, or be sold or rented until the final map has been recorded.

I. **Amendments to Entitlements.** It is contemplated by City and Developer that Developer may, from time to time, seek minor changes to one or more of the Project Approvals. Any such changes are contemplated by City and Developer as being within the scope of this Agreement as long as they are minor and are consistent with the Applicable Rules. Upon approval by City, minor changes will continue to constitute the Project Approvals as referenced herein. The parties agree that changes which they mutually agree are minor may be agreed to in writing by the City Manager and Developer. All other amendments will require approval in accordance with the Applicable Rules. The parties agree that any such amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

J. **Annexation.** Upon execution, this Agreement shall become effective as to all those portions of the Property already within the City limits of the City of Bakersfield. Developer and City will cooperate to complete annexation of those remaining portions of the Property that are not yet within the City limits. As to those portions, and in accordance with Government Code Section 65865(b), this Agreement shall not become operative unless

annexation proceedings annexing those portions of the Property to the City are completed on or before _____, 200____, unless such date is extended by mutual agreement of the parties. If the annexation is not completed by _____, 20____, or a mutually agreed upon extension of that date, this Agreement as to those portions of the Property that are not annexed shall be null and void.

K. Maintenance Obligations. City shall require Developer to maintain public parks, parkways, entry monuments, medians, detention basins, street lights and similar types of improvements for a period of up to one (1) year. Areas containing these improvements shall be annexed into an appropriate maintenance district consistent with Bakersfield Municipal Code Chapter 13.04 and City policy. Developer's maintenance period shall commence when the improvements have passed inspection by the appropriate City/County department.

SECTION IV. GENERAL PROVISIONS.

A. Covenants Run with the Land. This Agreement shall be applicable to the Property and each portion thereof. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall run with the land and shall be binding upon the parties and their respective heirs, successors (by merger, reorganization, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

B. Transfers and Assignments.

1. Right to Assign. Developer shall have the right to sell, assign or transfer all or portions of the Property to any person at any time during the term of this Agreement, subject to approval by City pursuant to the provisions of this Section IV.B. No transfer or assignment may occur prior to establishment of a Community Facilities District that encompasses the entire Project as required in Section I.C, except as otherwise provided in this

Paragraph B.1. Prior to any such transfer or assignment, Developer shall record a restrictive covenant against the portions of the Property so sold, assigned or transferred obligating the transferee and such transferee's heirs, successors, or assigns to comply in all respects with the terms and conditions of this Agreement. Except as required by law, the provisions of this Paragraph do not apply to the ultimate individual homeowners and individual commercial and industrial property owners within the Project area.

2. Developer shall give written notice to the City Manager of any proposed transfer or assignment which is to occur prior to the establishment of the Community Facilities District referenced in Section IV.B.1 above. The City Manager shall have the authority to approve any such proposed transfer or assignment on behalf of the City. Any such approval shall not be unreasonably withheld. If the City Manager does not provide Developer with a written disapproval within ten (10) days' receipt of the written notice of a proposed transfer or assignment, the proposed transfer or assignment shall be deemed to have been approved, provided Developer complies with all of the conditions in this Paragraph B.1. Notwithstanding anything to the contrary contained in this Section IV.B., City hereby approves the sale, transfer and assignment of all or any portions of the Property from Bolthouse Properties, LLC to Castle & Cooke California, Inc., or an affiliate of Castle & Cooke California, Inc.

3. **Liabilities Upon Transfer.** Upon the delegation of all duties and obligations and the sale, transfer or assignment of all or any portion of the Property, Developer shall be released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer if (i) Developer has provided to City ten (10) days' written notice of such transfer and (ii) the transferee has agreed in writing (or by taking title subject to a restrictive covenant as contemplated in the preceding paragraph to be subject to all of the provisions hereof applicable to the portion of the Property so transferred. Upon any transfer of any portion of the Property and the express assumption of Developer's obligations under this Agreement by such transferee, 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. The preceding sentence shall not preclude the City from looking to the transferor for compliance with provisions of this Agreement for any acts or omissions of transferor before the transfer of any portion of the Property. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferee, and any amendment to this Agreement between City and a transferee shall only affect the portion of the Property owned by such transferee.

C. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer'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 lender(s) providing such financing may require certain Agreement interpretations and modifications and agrees, from time to time, to meet with Developer and representatives of such lender(s) 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. Any mortgagee of a mortgage or a beneficiary of a deed of trust ("Mortgagee") of the Property shall be entitled to the following rights and privileges:

1. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.
2. If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten days of sending the notice of default to Developer.

The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

3. 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; provided, however, in no event shall such Mortgagee be liable for any defaults or monetary obligations of Developer arising prior to acquisition of title to the Property by such Mortgagee, except that any such Mortgagee or its successors or assigns shall not be entitled to a building permit or occupancy certificate until all delinquent and current fees and other monetary obligations due under this Agreement for the Property, or portion thereof, acquired by such Mortgagee have been paid to City.

D. Statement of Compliance. Within thirty days following any written request which either City or Developer may make from time to time, the other shall sign and deliver to the requesting party a statement certifying that: (1) this Agreement is unmodified and in full force and effect or, if there have been modifications hereto, that this Agreement is in full force and effect, as modified, and stating the date and nature of such modifications; (2) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such defaults; and (3) any other reasonable information requested. The failure to deliver such statement within such time shall be conclusive upon the party which fails to deliver such statement that this Agreement is in full force and effect without modification and that there are no uncured defaults in the performance of the requesting party. The City Manager shall be authorized to execute any such statement.

E. Default. Failure by City or Developer to perform any term or provision of this Agreement for a period of ninety days from the receipt of written notice thereof from the other shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it

cannot reasonably be cured within such 90-day period, the immediate and good faith commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During the time a cure for any alleged default is being diligently prosecuted, no default shall be deemed to exist under this Agreement.

1. Subject to the foregoing, after notice and expiration of the 90-day period without cure, the notifying party, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate this Agreement pursuant to Government Code Section 65868. Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the Council within thirty calendar days in the manner set forth in Government Code Sections 65867 and 65868. Following consideration of the evidence presented in said review before the Council and a determination that a default exists, the party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

2. Subject to the conditions set forth in this Paragraph E, and after notice and expiration of the above-described 90-day period without cure, the City may, in addition to or in lieu of instituting legal proceedings, refuse processing of an application for, or the granting of any permit, approval, or other land use entitlement for, development or construction of the Project or any portion thereof owned or controlled by Developer, including but not limited to, the withholding of grading, excavation, building, or occupancy permits. The City shall at all times act in good faith in the exercise of City's rights and remedies set forth in this Section IV.E.2.

F. Annual Review. Pursuant to Government Code Section 65865.1, throughout the term of this Agreement, the Developer, or successor in interest thereto, shall be required to demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, the City finds and determines, on the basis of substantial evidence, that the Developer, or successor in interest thereto, has not complied in good faith with terms or conditions of the Agreement, the City may terminate or modify the Agreement. Developer shall

provide a progress report for review by the Planning Commission at the next regularly scheduled Planning Commission meeting following each anniversary of the Effective Date.

1. Procedures established pursuant to Sections 65865 and 65865.1 shall include provisions requiring periodic review at least every 12 months, at which time Developer, or its successor in interest thereto, shall be required to demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, the City finds and determines, on the basis of substantial evidence, that Developer, or its successor in interest, has not complied in good faith with the terms or conditions of this Agreement, the City may terminate or modify this Agreement.

G. Waiver; Remedies Cumulative. Failure by City or Developer to insist upon the strict performance of any of the provisions of this Agreement, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the right to demand strict compliance with this Agreement in the future. No waiver by City or Developer of a default or breach of any other party shall be effective or binding upon it, unless made in writing, and no such waiver shall be implied from any omission by City or Developer to take any action with respect to such default or breach. No express written waiver of any defaults or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified in such express waiver. One or more written waivers of a default or breach under any provision of this Agreement shall not be a waiver of any subsequent default or breach, and the performance of the same or any other term or provision contained in this Agreement. Subject to notice of default and opportunity to cure under Section V.E., all of the remedies permitted or available under this Agreement, at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

H. Term. This Agreement shall commence upon the Effective Date and shall extend twenty (20) years from the Effective Date (the "Term"), unless said term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the

parties. However, this Agreement shall not become operative as to those portions of the Property not brought within the City limits of the City as referenced in Paragraph III.J., above.

1. Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect; provided, however, such termination shall not affect any right or duty arising from City approvals, including, without limitation, the Project Approvals, the Future Approvals, the Ministerial Approvals and any reimbursement agreement(s) entered into pursuant to the terms of this Agreement.

2. Except to the extent that any homeowners' association or property owners' association has incurred obligations as referenced in this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

I. Termination. This Agreement shall terminate when the Project has been fully developed and all the City's and Developer's obligations in connection with the Project are satisfied as mutually determined by the City and the Developer or upon the expiration of the Term, whichever first occurs. For purposes hereof, all obligations of Developer hereunder shall be deemed discharged and fulfilled with respect to lots or parcels shown on duly filed final subdivision maps upon final inspection and occupancy, subject to compliance with (a) the conditions imposed in connection with such filing, and (b) the conditions imposed in connection with the issuance of the building permits.

1. Notwithstanding the provisions of the preceding Paragraph, termination of this Agreement as to the Developer or the Project or any portion thereof shall not affect any requirements to comply with the terms and conditions of the applicable zoning, any development plan approvals, approval and acceptance of infrastructure improvements, any applicable permits, or any subdivision map or land use entitlements approved with respect to the Project, nor shall it affect any other covenants of the Developer specified in this Agreement to continue after the termination of this Agreement.

J. Permitted Delays; Supersedure by Subsequent Laws.

1. Supersedure by Subsequent Laws. Pursuant to Government Code Section 65869.5, if any federal or state law or regulation, made or enacted after the Effective Date prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new law or regulation. Immediately after enactment or promulgation of any such new law, City and Developer shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. Developer and/or City shall have the right to challenge any new law or regulation preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement to the extent deemed feasible by both the City and Developer, shall remain unmodified and in full force and effect. The term of this Agreement may be extended by mutual agreement of the parties for the duration of the period during which such new law or regulation precludes compliance with the provisions of this Agreement.

K. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties to this Agreement, in accordance with the provisions of Government Code Sections 65867 and 65868; provided, however, that any amendment which meets the definition of minor changes as contained in Section IV.L shall not require notice or public hearing, before the parties may execute an amendment hereto.

L. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer and the refinements and further development of the Project may demonstrate that clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto. No such operating memoranda shall

constitute an amendment to this Agreement requiring public notice or hearing. The City Attorney shall be authorized to make the determination whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section IV.L. The City Manager may execute any operating memoranda hereunder without Council or Planning Commission action.

M. Compliance With All Laws. Developer shall, at Developer's sole cost, comply with all of the requirements of Municipal, State and Federal authorities now in force or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

N. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

O. Third Party Litigation. In the event of any legal action instituted by a third party **relating to this Agreement**, the City, at its discretion, may elect to tender the defense of any legal action to the Developer, which shall pay for all **reasonable** costs, expenses, and attorney's fees incurred in the defense of such matter. In the event the City elects to not tender defense to the Developer, Developer shall still pay for all costs, expenses and attorney's fees incurred by the City in defense of the matter.

P. Indemnity. Developer shall indemnify, defend and hold harmless City, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer, Developer's employees, agents, independent contractors, companies or subcontractors in the performance of,

or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for City's sole active negligence or willful misconduct.

Q. Resource Allocation. All obligations of City under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

R. Title To Documents. All documents, plans and drawings, maps, photographs and other papers, or copies thereof, prepared by Developer pursuant to the terms of this Agreement shall, upon preparation, become the property of City.

S. No Joint Venture or Partnership. City and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer joint ventures or partners.

T. Further Assurances. Each party hereto agrees, upon written request by the other party, to execute such other documents or instruments, or do other things, as are necessary or appropriate to give effect to or to carry out the intent of the provisions of this Agreement.

U. Invalidity of Provisions. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect any other provision of this Agreement, or the validity or enforceability of this Agreement as a whole. The parties further agree to negotiate in good faith to replace any such invalid, illegal or unenforceable portion with a valid and enforceable provision which will achieve, to the maximum extent legally possible, the economic, business or other purposes of the invalid, illegal or unenforceable portion.

SECTION V. MISCELLANEOUS

A. Negation of Partnership. The Project constitutes private development, neither City nor Developer is acting as the agent of the other in any respect hereunder, and City and Developer are independent entities with respect to the terms and conditions of this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership

between or among the parties in the businesses of Developer, the affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

B. **No Third Party Beneficiary.** This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in any person who is not a party, unless expressly otherwise provided.

C. **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.

D. **Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Agreement and the rights and obligations of the parties hereto.

E. **Construction of Agreement.** The provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against Developer or City and consistent with the provisions hereof, in order to achieve the objectives and purposes. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa.

F. **Binding Effect.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

G. **Execution.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

H. **Section Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

I. **Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

J. **Notices.** Any notice shall be in writing and given by delivering the same in person or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, by overnight delivery, or by facsimile to the respective mailing addresses, as follows:

City: **City of Bakersfield**
1501 Truxtun Avenue
Bakersfield, California 93301
Attention: City Manager
Facsimile: (661) 852-2050

Copy to: **City of Bakersfield**
1501 Truxtun Avenue
Bakersfield, California 93301
Attention: City Attorney
Facsimile: (661) 852-2020

Developer:	Castle & Cooke California, Inc. 10000 Stockdale Highway Bakersfield, California 93311 Attention: Bruce Freeman Facsimile: (661) 664-6030	Bolthouse Properties, LLC 2000 Oak Street, Suite 250 Bakersfield, California 93301 Attention: Anthony Leggio Facsimile: (661) 323-4006
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Copy to: **Jones & Beardsley, P.C.**
10000 Stockdale Highway, Suite 350
Bakersfield, California 93311
Attention: Mark A. Jones, Esq.
Facsimile: (661) 664-2904

Either City or Developer may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten days prior to the date such

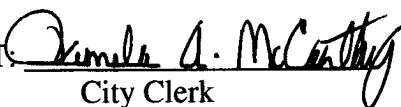
change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile.

K. Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

L. Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts shall constitute one and the same agreement.

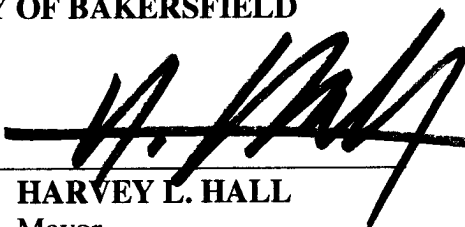
M. Recordation In order to comply with Section 65868.5 of the Government Code, the parties do hereby direct the City Clerk to record a copy of this Agreement against the Property with the County Recorder of Kern County within ten (10) days after the Effective Date.


IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the date first hereinabove written.

ATTEST: 
City Clerk

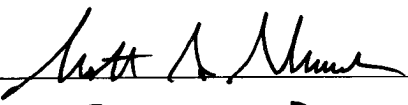
“City”
CITY OF BAKERSFIELD

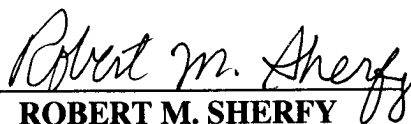
“Developer”
CASTLE & COOKE CALIFORNIA, INC.

By: 
HARVEY L. HALL
Mayor

By: 
BRUCE FREEMAN
Title: President

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: 
Print Name: SCOTT S. BLUNCK

By: 
ROBERT M. SHERFY
Deputy City Attorney


Title: VICE PRESIDENT

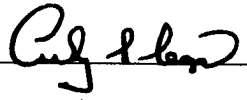
Insurance: Not Applicable VG

Additional Signatures on Following Page

APPROVED AS TO CONTENT:
DEVELOPMENT SERVICES

BOLTHOUSE PROPERTIES, LLC


By: 
STANLEY GRADY
Development Services Director

By: 
Print Name: ANTHONY L. LEGGIO
Title: PRESIDENT

COUNTERSIGNED:

APPROVED AS TO FORM:
JONES & BEARDSLEY, P.C.

By: 
NELSON SMITH
Finance Director

By: 
MARK A. JONES
Title: President / CEO

Attachments: Exhibit "A" – Legal Description of Property
Exhibit "B" – Specific Plan
Exhibit "C" – West Beltway Alignment
~~Certificates of Insurance~~ Not Applicable VG

STATE OF CALIFORNIA)

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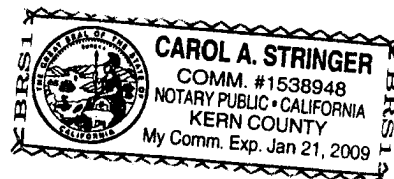
SS.

COUNTY OF KERN)

On July 20, 2007, before me, Carol A. Stringer, Notary Public, personally appeared BRUCE FREEMAN, President and SCOTT S. BLUNCK, Vice President, personally known to me (or 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.

WITNESS my hand and official seal.

Carol A. Stringer
Signature



CITY OF BAKERSFIELD
ORIGINAL

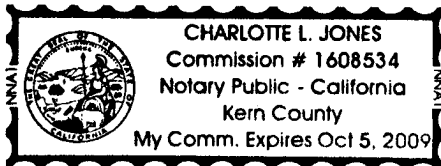
STATE OF CALIFORNIA)
) ss.
COUNTY OF Kern)

On July 20, 2007, before me, the undersigned, a Notary Public in and
for Mark A. Jones said County and State, personally appeared
Mark A. Jones, personally known to me (~~or~~
~~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 within
instrument.

WITNESS my hand and official seal.



Notary Public



STATE OF CALIFORNIA)
) ss.
COUNTY OF Kern)

On July 26, 2007, before me, the undersigned, a Notary Public in and
for Anthony L. Leagle said County and State, personally appeared
Anthony L. Leagle, personally known to me (~~or~~
~~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 within
instrument.

WITNESS my hand and official seal.



Notary Public



STATE OF CALIFORNIA }
COUNTY OF KERN }

On SEP 12 2007 before me, Kelly Fick, Notary Public, personally appeared Harvey L. Hall personally known to me ~~OR 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.

WITNESS my hand and official seal.



Kelly Fick
Kelly Fick, Notary Public

OPTIONAL

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

DESCRIPTION OF ATTACHED DOCUMENT:

Title or Type of Document

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

CAPACITY(IES) CLAIMED BY SIGNER:

Signer's Name: Harvey L. Hall

- ☐ Individual
- ☒ Corporate Officer – Title(s): Mayor
- ☐ Partner
- ☐ Attorney In Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

SIGNER IS REPRESENTING:

The City of Bakersfield

RIGHT
THUMBPRINT
OF SIGNER

CITY OF BAKERSFIELD
ORIGINAL

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

All Section 11, Township 30 South, Range 26 East, M.D.M., in the unincorporated area, County of Kern, State of California, according to the Official Plat thereof.

EXCEPT the parcel of land conveyed to the City of Bakersfield in the Deed recorded August 22, 1988 in Book 6155, Page 933 of Official Records.

Containing 645.05 Gross Acres.

AND

All of Section 13, Township 30 South, Range 26 East, M.D.M., in the City of Bakersfield, County of Kern, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM the Southern Pacific Railroad Company Asphalto Branch Right-of-Way.

ALSO EXCEPTING THEREFROM that portion of said land conveyed to the City of Bakersfield in deed recorded May 13, 1987 in Book 6003, Page 2276 of Official Records.

ALSO EXCEPT that portion of said land conveyed to Pacific Gas and Electric Company in Deed recorded November 13, 1990 in Book 6453, Page 2071 of Official Records.

Containing 622.85 Gross Acres.

AND

All of Section 14, Township 30 South, Range 26 East, M.D.M., in the unincorporated area of the County of Kern, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM, that portion thereof which is included within the right of way of the Southern Pacific Railroad Company, being a strip of land 100 feet wide located 50 feet on each side of the centerline of said right of way and which centerline is described as follows:

Commencing at point on said centerline where it intersects the East boundary of the SW 1/4 of Section 18, Township 30 South, Range 27 East, M.D.M., in the County of Kern, State of California, at or near Engineer's Station 544+89 5/10 and running thence Westerly across said SW 1/4 of Section 18, and across Section 13, 14, 15, 16 and 17 of Township 30 South, Range 26 East, M.D.M., to the North boundary of Section 17, at or near Engineer's Station 4160+49 3/10 a distance of 27536 4/10 feet, more or less, all in Township 30 South, Range 26 East, M.D.M., in the County of Kern, State of California.

CITY OF BAKERSFIELD
ORIGINAL

Containing 628.16 Gross Acres.

AND

All of the north half (N/2) of the northeast quarter (NE/4) of Section 10, T30S, R26E, M.D.M, in the County of Kern, State of California; and that portion of the southeast quarter (SE/4) of the northwest quarter (NW/4) and that portion of the south half of the northeast quarter (S/2 of NE/4) and southeast quarter (SE/4) of Section 10, T30S, R26E, M.D.M., in the County of Kern, State of California, which lie east of the west boundary of the West Beltway Alignment; said West Beltway Alignment being more particularly described as follows:

ALL THOSE PORTIONS OF SECTIONS 3, 10, 14, AND 15, TOWNSHIP 30 SOUTH, RANGE 26 EAST, AND SECTION 34, TOWNSHIP 29 SOUTH, RANGE 26 EAST, M.D.M., COUNTY OF KERN, STATE OF CALIFORNIA, BEING A 210.00-FOOT WIDE STRIP OF LAND LYING 105.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, MARKED BY A KERN COUNTY SURVEYOR'S CONCRETE MONUMENT IN A LAMPHOLE, AS SHOWN ON RECORD OF SURVEY BOOK 17, PAGE 97 IN THE OFFICE OF THE KERN COUNTY RECORDER; THENCE

N.71°55'05"E., 2389.05 FEET TO THE POINT OF BEGINNING; THENCE

S.00°35'43"W., 6378.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3000.00 FEET; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°48'56" AN ARC DISTANCE OF 1351.70 FEET; THENCE

S.25°13'13"E., 5277.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 3000.00 FEET; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°52'58" AN ARC DISTANCE OF 1512.30 FEET; THENCE

CITY OF BAKERSFIELD
ORIGINAL

S.54°06'11"E., 913.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3000.00 FEET; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°01'47" AN ARC DISTANCE OF 2881.35 FEET; THENCE

S.00°55'36"W., 3.73 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 14.

THE SIDELINES OF SAID 210.00-FOOT WIDE STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT THE CENTERLINE OF THE ADOPTED KERN RIVER FREEWAY ALIGNMENT, AND TERMINATE AT THE SOUTH LINE OF SAID SECTION 14.

Containing 253.8 Gross Acres.

AND

That portion of the northeast quarter (NE/4) of Section 15, T30S, R26E, M.D.M. in the County of Kern, State of California, lying east of the west boundary of the West Beltway Alignment, said West Beltway Alignment being more particularly described as follows:

ALL THOSE PORTIONS OF SECTIONS 3, 10, 14, AND 15, TOWNSHIP 30 SOUTH, RANGE 26 EAST, AND SECTION 34, TOWNSHIP 29 SOUTH, RANGE 26 EAST, M.D.M., COUNTY OF KERN, STATE OF CALIFORNIA, BEING A 210.00-FOOT WIDE STRIP OF LAND LYING 105.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, MARKED BY A KERN COUNTY SURVEYOR'S CONCRETE MONUMENT IN A LAMPHOLE, AS SHOWN ON RECORD OF SURVEY BOOK 17, PAGE 97 IN THE OFFICE OF THE KERN COUNTY RECORDER; THENCE

N.71°55'05"E., 2389.05 FEET TO THE POINT OF BEGINNING; THENCE

S.00°35'43"W., 6378.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3000.00 FEET; THENCE

CITY OF BAKERSFIELD
ORIGINAL

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF $25^{\circ}48'56''$ AN ARC DISTANCE OF 1351.70 FEET;
THENCE

S. $25^{\circ}13'13''$ E., 5277.18 FEET TO THE BEGINNING OF A TANGENT
CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF
3000.00 FEET; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF $28^{\circ}52'58''$ AN ARC DISTANCE OF 1512.30 FEET;
THENCE

S. $54^{\circ}06'11''$ E., 913.76 FEET TO THE BEGINNING OF A TANGENT
CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF
3000.00 FEET; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF $55^{\circ}01'47''$ AN ARC DISTANCE OF 2881.35 FEET;
THENCE

S. $00^{\circ}55'36''$ W., 3.73 FEET TO THE SOUTH QUARTER CORNER OF
SAID SECTION 14.

THE SIDELINES OF SAID 210.00-FOOT WIDE STRIP OF LAND
SHALL BE LENGTHENED OR SHORTENED SO AS TO BEGIN AT
THE CENTERLINE OF THE ADOPTED KERN RIVER FREEWAY
ALIGNMENT, AND TERMINATE AT THE SOUTH LINE OF SAID
SECTION 14.

Containing 22.1 Gross Acres.

CITY OF BAKERSFIELD
ORIGINAL

EXHIBIT "B"
SPECIFIC PLAN

Exhibit "B" - 1

06/11/2007
CITY OF BAKERSFIELD
ORIGINAL

WEST MING SPECIFIC PLAN

LEGEND

WM-R1	West Ming One Family Dwelling Zone
WM-R2	West Ming Limited Multiple Family Dwelling Zone
WM-R3	West Ming Limited Multi-Family Dwelling Zone
WM-CO	West Ming Professional & Administrative Office Zone
WM-GC	West Ming General Commercial Zone
WM-TC	West Ming Town Center Zone
WM-SU	West Ming Special Use Zone
---	Village Boundary
---	Specific Plan Boundary

DWELLING UNITS	
Village	Minimum Maximum
VILLAGE A	800 1,403
VILLAGE B	300 598
VILLAGE C	300 740
VILLAGE D	400 995
VILLAGE E	250 652
VILLAGE F	700 1,995
VILLAGE CENTER DISTRICT	700 2,323
TOTAL	Not to exceed 7,450

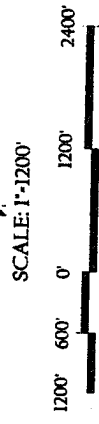
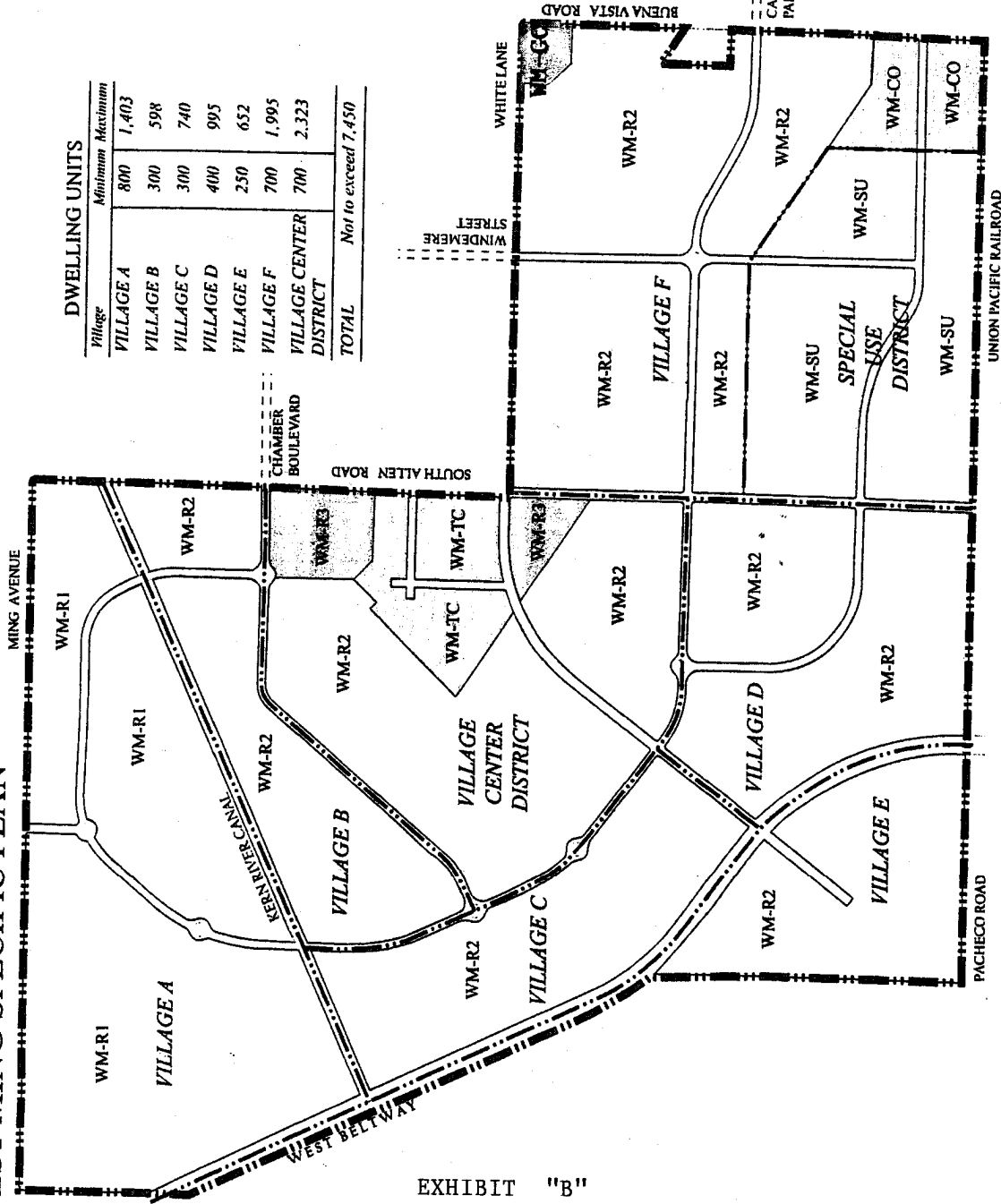


EXHIBIT "B"
ILLUSTRATIVE PLAN

ZONING
CITY OF BAKERSFIELD
ORIGINAL

EXHIBIT "C"
WEST BELTWAY ALIGNMENT

Exhibit "C" - 1

06/11/2007
CITY OF BAKERSFIELD
ORIGINAL

WEST MING SPECIFIC PLAN

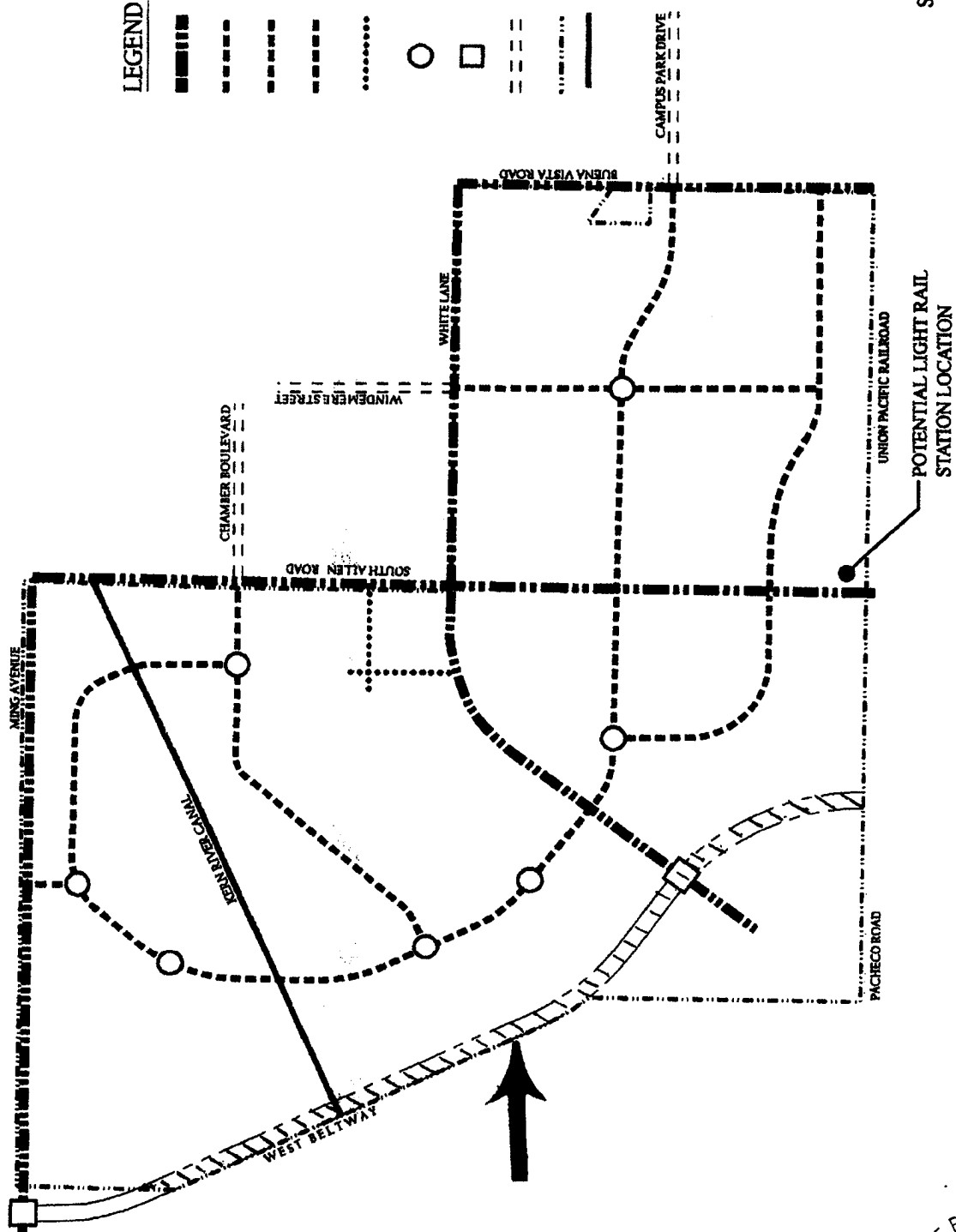


EXHIBIT "C"
DEPICTION OF WEST BELTWAY ALIGNMENT

RESOLUTION NO. 44-10

RESOLUTION OF THE PLANNING COMMISSION AMENDING WALL AND LANDSCAPE DESIGN AND REVIEW POLICIES FOR PARKWAYS AND MEDIAN ISLANDS FOR NEW RESIDENTIAL DEVELOPMENT IN THE CITY OF BAKERSFIELD (ALL WARDS).

WHEREAS, walls, parkways and landscaped medians may be required public improvements as part of the approval of development, including subdivisions as defined in Section 65927 of the California Government Code; and

WHEREAS, there is a need to provide minimum standards for the design of walls, landscaped medians, and parkways to promote the development of a design theme or quality of design that complements surrounding developments; and

WHEREAS, the Planning Commission has previously adopted policies that establish the procedures under which such wall, parkway or landscaped median plans shall be submitted for review and approval, conditional approval or disapproval with adopted of Resolution No. 58-92; and

WHEREAS, the Planning Commission desires to amend the text of said resolution to achieve consistency with updated ordinance requirements of Title 16 (Subdivision Ordinance), Title 17 (Zoning Ordinance) of the Bakersfield Municipal Code, and design criteria for new residential development as shown on attached Exhibit "1"; and

WHEREAS, the laws and regulations relating to CEQA and the City of Bakersfield's CEQA Implementation Procedures, have been duly followed by city staff and the Planning Commission; and

WHEREAS, the above described project is exempt from the requirements of the California Environmental Quality Act in accordance with General Rule, Section 15061(b)(3); and

WHEREAS, the Planning Commission has considered and hereby makes the following findings:

1. The provisions of CEQA and City of Bakersfield CEQA Implementation Procedures have been followed. Staff determined that the proposed project is exempt from the requirements of the California Environmental Quality Act in accordance with General Rule, Section 15061(b)(3) because there is no potential for causing a significant effect on the environment.
2. The proposed policies are consistent with the General Plan.
3. The proposed policies are necessary for orderly development and to provide for the public health, welfare and safety.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD as follows:

1. That the above recitals, incorporated herein, are true and correct.
2. That the map is exempt from the requirements of CEQA pursuant to Section 15061(b)(3).
3. That Planning Commission Resolution 58-92 is hereby superseded by adoption of this resolution to read as shown on attached Exhibit "1."

On a motion by Commissioner Tragish and seconded by Commissioner Strong, the Planning Commission approved the foregoing by a group vote.

AYES: Commissioner Stanley, Haddock, Kirschenmann, Lomas, Strong, Tkac, Tragish

NOES: None

ABSENT:None

ABSTAIN:None

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a regular meeting thereof held on the 21st day of October, 2010.

DATED: October 21, 2010

PLANNING COMMISSION
THE CITY OF BAKERSFIELD



ANDY STANLEY, Chair
Planning Commission

Exhibits (attached):

1. Draft Amendments to Policy Document
- B. Notice of Exemption

By KShea/ S:\TRACTS\Amendments PC Res.W&L NE&Water\pc-res.doc

EXHIBIT 1

WALL AND LANDSCAPE DESIGN POLICIES FOR PARKWAYS AND MEDIAN ISLANDS

1. GENERAL

- A. The purpose of this resolution is to establish the policies related to the necessary criteria and standards for landscaping along public right-of-ways, including but not limited to parkways along residential development and median islands. The provisions of this resolution are intended to: promote an attractive visual harmony along public right-of-ways, reduce air, noise and visual pollution, and produce a healthy, vibrant urban landscape while promoting water use efficiency.
- B. The following policies represent the requirements for submitting wall and landscape plans for review related to new residential subdivisions. All plans shall conform to the requirements set forth herein as a minimum but may exceed these requirements in terms of size, quantity, quality of materials or other elements, as approved by the City of Bakersfield.
- C. All new residential subdivisions shall adhere to the City of Bakersfield's standard. Collectively, the standards consist of the following:
 - 1. The policies and criteria set forth in this document;
 - 2. Title 16: Subdivisions of the Bakersfield Municipal Code;
 - 3. The Subdivision and Engineer Design Manual provided by the Bakersfield City Engineer;
 - 4. Policies related to equipment, fixtures, materials, maintenance and operations of the Recreation and Parks Director.

2. LEVELS OF REVIEW

- A. Level "A" Review: Plans that conform to the requirements set forth in this document as described above and herein will be reviewed and approved by the City Engineer, and Recreation and Parks Director or their designees through the normal course of plan check review.
 - 1. For applicants desiring Level "A" Review, plan check fees and the required sets of plans shall be submitted to the City Engineer for review by the Public Works Department, and the Recreation and Parks Department. The applicant will be advised if the application is incomplete and if the plans are not in conformance with the city standard.

- B. Level "B" Review: Plans submitted that do not conform to, or which deviate from city standards shall be processed in the same manner as other development projects requiring review and staff analysis with a recommendation to the Planning Commission. The Planning Commission may at its option refer the matter to a subcommittee.

1. For applications not in conformance with the city standards, the wall and landscape concept plan application shall be subject to Level "B" Review by the Planning Commission. The Planning Director shall provide the application and determine the type and number of supplemental material or plans to be provided by the applicant.

3. FILING

- A. Any wall and landscape concept plan application pursuant to Level "B" Review shall be submitted to the Planning Department on a form provided by that department, include appropriate fees and format of plans with content and number of copies as determined by the Planning Director .

1. Information submitted shall include but is not limited to, site plan depicting location, size, width, elevations, plant materials and planting locations, wall design and materials, other hardscape, cross-sections, and all existing and proposed improvements that have an impact on design considerations.
2. One set of color renderings and elevations.
3. Description of theme or design parameters, and justification or reason(s) for request.
4. Other material, information, plans or documents requested by the Planning Director, or his designee, in order to fully evaluate the application.

4. WALL DESIGN REQUIREMENTS

Walls required under Chapter 16.28 of the Bakersfield Municipal Code, or by this resolution shall be as follows:

- A. Standard for walls separating single-family residential subdivisions and arterial, collector, and entry streets.

1. The street side face of the wall shall have visual relief including a minimum 40% split-face, fluted, scored block (other than smooth face) masonry, concrete or wall panels, pilasters, and have a pre-cast cap. Examples of

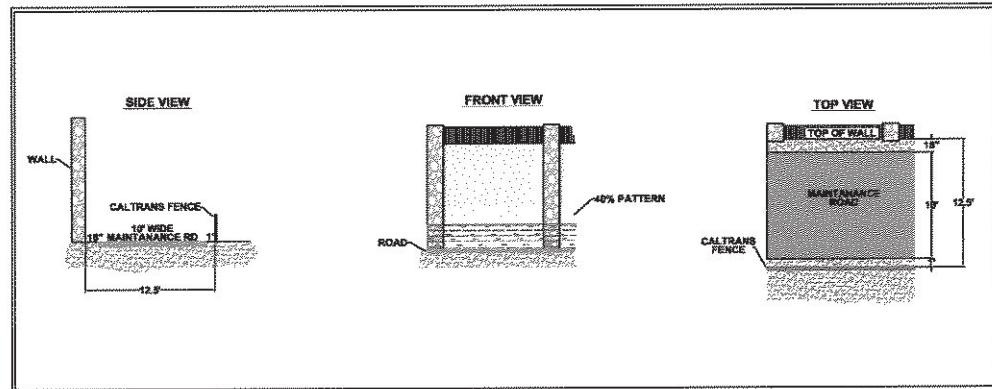
walls that are not acceptable are smooth-faced walls without visual relief or rolled caps.

2. The wall color shall be light to medium shades of grey, brown or off white.
3. The wall shall be no less than six (6) feet in height, measured from the highest adjacent grade or a height determined by an approved acoustical study accepted by the Planning Commission.
4. Northeast Bakersfield (for the purposes of this subsection, Northeast Bakersfield is identified as including all lands east of Fairfax Road (and any northern extension thereof) and north of the Union Pacific Railroad that parallels Edison Hwy.):
 - a. View fences shall be used as the standard separation requirement between residential subdivisions and arterial, collector and entry streets where the finished lot grade is elevated more than eight (8) feet above the finished road grade. Unless restricted by trails, topographic or other physical conditions, or to satisfy appropriate requirements for drainage, fire protection and other public safety regulations, landscaped slopes are preferred over retaining walls adjacent to said streets.
 - b. View fence materials may, include but are not limited to, ornamental wrought or aluminum iron, plexi-glass paneling, or any appropriate combination of opaque and view-friendly materials as approved by the Planning Commission. View fencing shall be earth tone or black in color, incorporate the use of boulders and native rock combinations into the pilaster design, and transition to blend into or generally be consistent in design with neighboring walls and fences. View fences shall be privately maintained by the property owner or Homeowner's Association.
 - c. Solid masonry walls are only allowed when required for sound mitigation and/or for public safety as approved by the Planning Commission.

- B. Standard for walls separating residential subdivisions from freeways, highways, and expressways (see Illustration 1).
1. The freeway, highway and expressway (freeway) side face of the wall shall have visual relief including a minimum 40% fluted texture of masonry, concrete or wall panels, and a pre-cast cap. The City Engineer shall determine the location and design of any required "poured in place" wall at locations such as abutments and adjacent off-ramps. Visual relief such as mosaics, murals, public art, stamped or colored concrete may be required by the City Engineer on the "poured in place" walls.
 2. The wall color shall be light to medium shades of grey, brown or off-white.
 3. The wall shall be at least six (6) feet high, measured from the highest adjacent grade or a height determined by an approved acoustical study accepted by the Planning Commission. Berms may be allowed as approved by the City Engineer.
 4. Climbing vines and an irrigation system are required to be installed adjacent to the wall on the freeway side of the wall. The vines shall be planted within an 18 inch width area adjacent to the wall. Vine species, spacing, location and irrigation system shall be approved by the City Recreation and Parks Department.
 5. A ten (10) foot wide all weather maintenance road shall be provided adjacent the freeway side of the wall. This 10-foot road shall be outside the CalTrans' right-of-way. The end(s) of the maintenance roads shall be gated as required by the City Engineer.

Illustration 1

FREEWAY WALL WITH LANDSCAPING - ALONG RESIDENTIAL (NO BERM)



- NOTES ***
1. FENCE OFF THE ACCESS POINTS TO DETER GRAFFITI (GATED ACCESS REQUIRED)
 2. ENHANCE THE BLOCK WALL WITH 40% TEXTURE AND PILASTERS TO BREAK UP SURFACES
 3. ADD THE APPROPRIATE VARIETY OF VINES, IRRIGATED WITH A DRIP SYSTEM TO THE FREEWAY SIDE OF WALL
 4. ACCESS REQUIRED (EITHER TURN-AROUND OR THROUGH ACCESS)

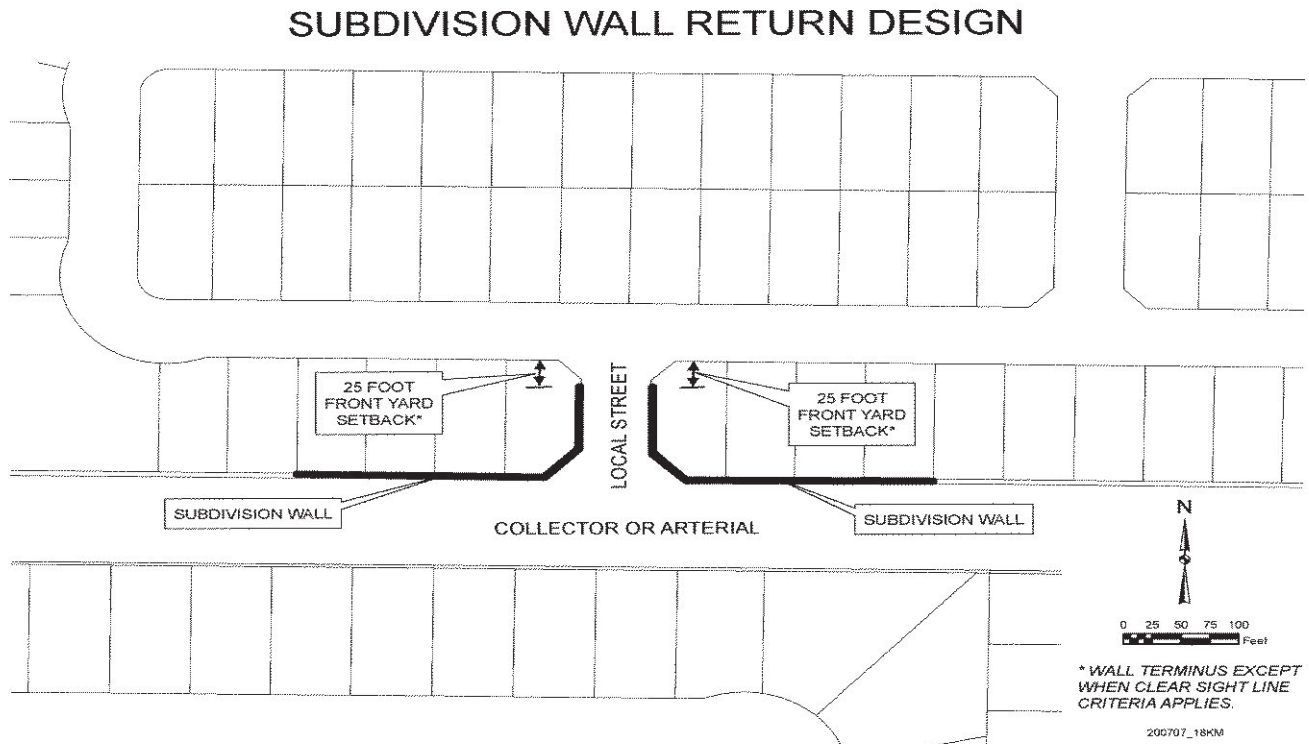
PISCARD COR PLANNING
DATE: 7/29/2008
FREEWAY_WALLS_X-SEC_OPTB_V_1008m.dwg

- C. The wall shall be compatible in character to walls adjacent to or nearby the project site. If that is impractical, the minimum standards shall be the basis for the design.

- D. Unless approved by the Planning Commission, the street side adjacent to the arterial streets, the wall may measure to a maximum height of nine (9) feet, and the maximum height of the wall on the collector and entry street side shall be eight (8) feet. If pilasters are proposed, the wall may be required to be stepped at the pilasters. Walls with the height greater than six (6) feet shall be subject to the requirements of the Uniform Building Code.

- E. The subdivision wall shall be designed to extend along the entry street along the residential side yard to the point of the front yard setback of the adjacent lot and terminate in a pilaster, except where the wall would interfere with the clear sight line required by Bakersfield Municipal Code Section 17.08.175. Clear sight line criteria shall always be observed and the wall shall terminate at a point to be consistent with clear sight line requirements. The City Engineer shall have the authority to adjust and determine the wall terminus as needed for public health, welfare and safety (see Illustration 2).

Illustration 2



- F. Raised planters may be located only at the corner treatments. Planters are to be designed to meet clear sight view requirements, and not be a detriment to the public health, welfare and safety. Typical planter dimensions are 18 inches in height by 15 feet long by 30 inches wide. Planters proposed at locations other than corners shall be subject to Planning Commission approval.
- G. Corner monumentation, including freestanding monument, may be up to 1.5 feet higher than the adjacent connecting subdivision wall. If the corner monumentation is higher than the adjacent wall, the finish shall be required on both the front and back of the corner monumentation. Monumentation shall meet clear sight view requirements.
 - 1. Subdivision identification signage shall be approved by the Building Director in accordance with the Sign Ordinance. Signage material and mounting details shall be approved by the Parks Division prior to installation.

- H. Gate Access. Where gated access through the parkway's masonry wall is required by the City to access public service or utility areas, such as sumps, lift station or wells, the gate(s) shall be wood painted the same color as the adjacent wall.

5. PLANT MATERIAL

- A. Plants identified for use in the project will be checked against professional landscape practices including but not limited to those identified in the most current edition of the "Sunset New Western Garden Book."
- B. Selection of plant materials should be made with regard to orientation to the sun, growth rate characteristics, soil condition, safety, maintenance requirements, species compatibility and any other factors that may impact the quality of the design, the compatibility of the design with adjacent or nearby parkways and medians and the ability of the selected plant material to thrive in the environment within the parkway or median.
- C. Trees should not be located in parkways or medians that are inappropriate in width for the selected species as identified in the current edition of the "Sunset New Western Garden Book." Trees with shallow or aggressive root systems should not be located in areas where the root system could damage concrete structures, buildings or utilities.
- D. Certain plant materials have been found to be unsuitable for parkways or median islands. A list of such plant material shall be prepared by the Parks Division and made available to the public upon request. Examples include but are not limited to fruit bearing trees or shrubs, ivy, junipers when planted in large quantities, certain varieties of California native drought tolerant plant that are high maintenance and certain varieties that do not thrive in confined areas.
- E. Landscape plans should at a minimum conform to the following design criteria:
 - 1. Selection and design of the landscape treatment shall be appropriate for the site, and be of an interesting and aesthetically pleasing variety and use of plant materials and design avoiding a monotonous effect.
 - 2. Trees shall be planted at the minimum rate of one every 35 linear feet. Trees may be grouped or spaced based on the desired design, at intervals more than 35 linear feet provided the numbers of trees are equal in count to one every 35 linear feet and provided the spacing does not create expansive voids in the plant layout. The maturity of the tree at time of planting shall be equal to or greater than the landscape industry standard

for fifteen (15) gallon tree specimens. Tree shall not be planted closer than their diameter at full maturity.

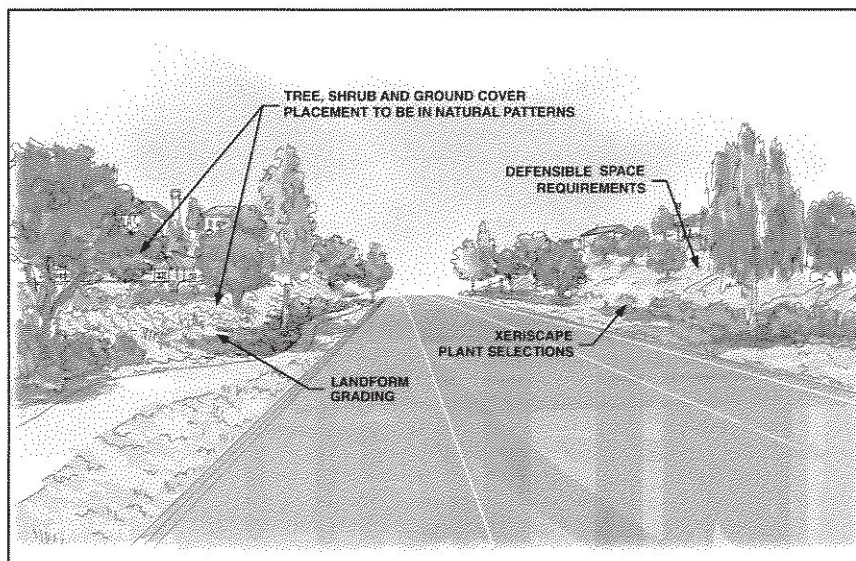
- a. Where the trees are intended for screening or buffering, the tree species shall be 100% evergreen. Otherwise, the tree species shall be a combination of the following:

50% - 70%	Evergreen
30% - 50%	Deciduous

3. Shrubs shall be planted at a rate equal to the landscape industry standard spacing guidelines so that the spread of the plant at maturity provides visual interest, aides in the reduction of the amount of bare soil and does not require continuous pruning or high maintenance. The maturity of the shrubs at time of planting shall be equal to or greater than the landscape industry standard for five (5) gallon specimens. A minimum of 25% of the landscape area shall be planted with shrubs. The shrub's spread at maturity shall be used to calculate the amount of shrub area within the landscape area. Spacing between shrubs shall not be less than the shrubs diameter at full maturity. Planting distance from sidewalks, wall and other hard surfaces shall not be less than one half the shrubs diameter at full maturity.
 4. Ground cover, including turf, shall be planted in sufficient mass to create a landscape statement, reduce maintenance, and reduce the amount of soil exposed to erosion or the propagation of weeds. Ground cover shall be planted at a rate equal to or greater than the landscape industry standard for one gallon or 64 count flats.
 5. Landscape plans shall conform to the water conservation policies and standards provided by the City Engineer, and Recreation and Parks Director. Certain plant, irrigation systems, and/or design may be required to achieve water use efficiency that are at least as effective as required by State regulations.
- F. In addition to the minimum standards contained in this exhibit, the following shall apply to those specific geographic areas as identified below:
1. Northeast Bakersfield. For the purposes of this subsection, Northeast Bakersfield is identified as including all lands east of Fairfax Road (and any northern extension thereof) and north of the Union Pacific Railroad that parallels Edison Hwy.

- a. New landscape areas shall consist predominately of native California trees (eg. oaks and sycamores), shrubs and groundcovers. Firescape species contained in Table 1 of Chapter 17.66 shall be used along the perimeter of the project site adjacent to native or slope areas if outside the HD zone district.
- b. Use of boulder clusters and other native rock combinations shall be installed with vegetation to resemble a natural distribution blending into the surrounding native areas and/or street parkways that may contain similar design elements.
- c. Along slopes, plantings should be done with more dense and larger species of trees and shrubs closer to streets with a gradual reduction of plantings that are less dense with smaller species as you move further away from the streets to provide a natural transition between the streetscape and native areas.
- d. Design content shall retain the natural flora and site character as much as possible with a subtle landscape transition between maintained and native areas..
- e. Xeriscape and/or regional native plant selections shall be used to revegetate any disturbed areas outside the project area, unless city ordinances, resolutions, or conditions of approval state otherwise.
- f. New landscape areas along slopes and slope easements may be required to be privately maintained as determined by the Planning Director, or as may be conditioned by the Planning Commission or City Council.

Illustration 3

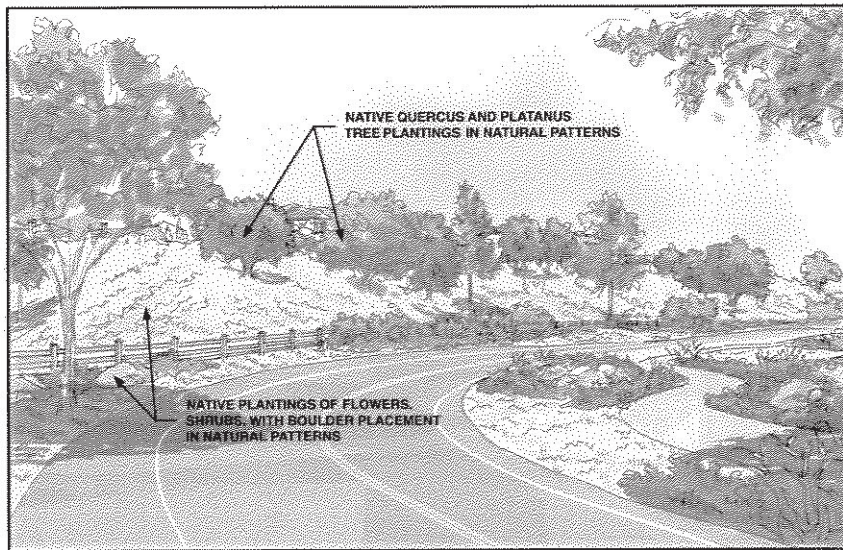


6. PARKWAY LANDSCAPE REQUIREMENTS

- A. The landscape plan for parkways shall conform to the standard of "Section 5: Plant Materials" of this document. The average width for parkways shall be ten (10) feet along arterial and eight (8) feet along major collector streets. The width shall be exclusive of the minimum sidewalk widths required by the approved standards of the City Engineer. Width of the landscape area may range from a minimum of five (5) feet to a maximum of fifteen (15) feet to allow for meandering sidewalk or wall offsets. There shall be at least five (5) foot wide landscape area between the sidewalk and wall. Within the required parkway area along arterial streets, a minimum of 75% of the required parkway square footage shall be landscaped, and a maximum of 25% of the required parkway square footage may be covered with hardscape if it is complementary with the overall wall and landscaping design, as determined by the Planning Director. Stamped concrete or other uneven textured hardscape adjacent to the required sidewalk shall not be allowed in a manner which could potentially interfere with the public safety or welfare, as determined by the City Engineer. Hardscape is concrete, including textured finishes such as stamped or exposed aggregate. Hardscape materials and method of installation shall be approved by the City Engineer and Recreation and Parks Director.
- B. Wall and landscape design shall not have areas which are unsuitable or unusable for planting and maintenance shall not interfere with the public safety or welfare, as determined by the Recreation and Parks Director and the City Engineer.
- C. Where required by the City, the minimum width for parkways along local streets shall be typically four and on-half (4.5) feet, measured from back of sidewalk to back of wall. Subdivision wall shall be required adjacent to side yards as stated under Section 4 of this resolution.
- D. The maximum slope ratio from back of sidewalk to face of wall shall be 4:1, except for two feet behind sidewalk where the maximum slope shall be 2%. Alternatively, the City Engineer may approve curbing behind the sidewalk or other method to prevent erosion onto the sidewalk.
- E. Meandering sidewalks may be allowed; provided that the total square footage of required parkway area remains constant, and that in the opinion of the Recreation and Park Director, no landscape area is determined to be unsuitable or unusable as a planting and maintenance area.
- F. Drainage basins and other non-buildable sites shall require landscaping between the fence or wall and the sidewalk, in accordance to the city's design standard.

- G. See section 5.F.1. for landscape design features in Northeast Bakersfield and as illustrated below:

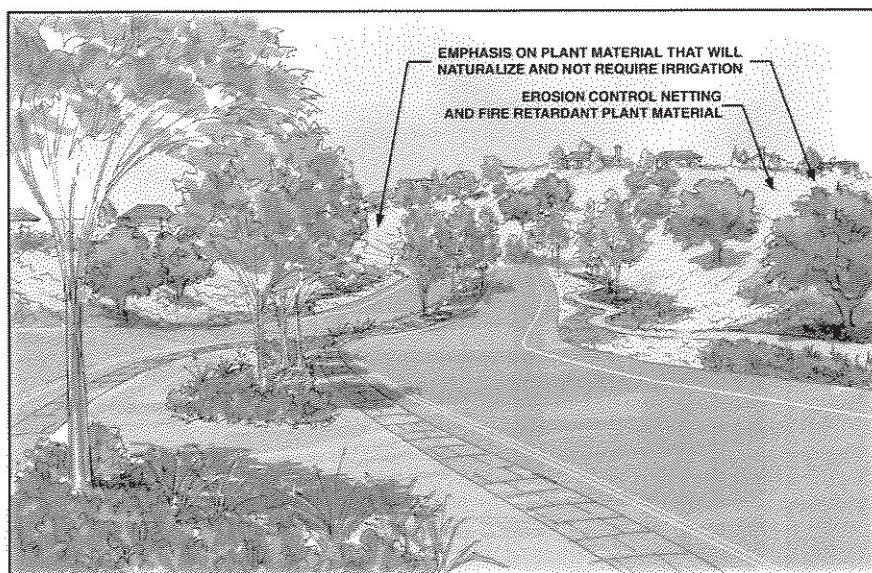
Illustration 4



7. MEDIAN ISLAND LANDSCAPE REQUIREMENTS

- A. The design and construction of the median island shall conform to the design standards established by the city engineer. The landscape plan for median islands shall conform to the standards of Section 5 of this resolution
- B. See section 5.F.1. for landscape design features in Northeast Bakersfield and as illustrated below.

Illustration 5



8. LANDSCAPE AND IRRIGATION REQUIREMENTS

All landscaped areas shall be irrigated with an automatic irrigation system. The landscape installation and the design and installation of the irrigation system shall conform to the design standards established by the city engineer.

9. APPEAL

- A. Should any applicant be dissatisfied with the decision of the city engineer and/or the Recreation and Parks Director, then said applicant may, no later than ten days after notice of such decision is given, file a written objection with the Planning Director setting forth the grounds for dissatisfaction, whereupon the Planning Commission shall hear said objections at a regular meeting as set by the Planning Director. The Planning Commission may, upon said hearing, sustain, modify, or overrule the decision of the City Engineer and/or the Recreation and Parks Director. Said objection shall be in a form as provided by the Planning Director and include any appropriate fees.
- B. Should any applicant be dissatisfied with the decision of the Planning Commission, then said applicant may, no later than ten days after the decision by the Planning Commission is made, file a written objection including appropriate fees with the City Clerk setting forth the grounds for dissatisfaction, whereupon the City Council shall hear said objections at a regular meeting as set by the City Clerk. The City Council may, after said hearing, sustain, modify, or overrule the decision of the Planning Commission.



COVER SHEET

PLANNING DEPARTMENT

STAFF REPORT

MEETING DATE: March 18, 2021

ITEM NUMBER: Consent Public
Hearings5.(b.)

TO: Planning Commission

FROM: Paul Johnson, Planning Director

PLANNER: Kassandra Gale, Principal Planner

DATE:

WARD: Ward 4

SUBJECT:

Comprehensive Sign Plan No. 21-0080: Vital Signs of Bakersfield is requesting a comprehensive sign plan for the Eagle Oaks Shopping Center in the C-2/PCD (Regional Commercial/Planned Commercial Development Zone) district, located on the northeast corner of Stockdale Highway and Allen Road. Notice of Exemption on file.

APPLICANT: Vital Signs of Bakersfield

OWNER: Amber Investments, LLC

LOCATION: Northeast corner of Stockdale Highway & Allen Road

STAFF RECOMMENDATION:

Refer back to staff.

ATTACHMENTS:

Description	Type
▣ Staff Report	Staff Report



RECOMMENDATION: It is recommended your Commission **REFER BACK TO STAFF** Comprehensive Sign Plan No. 21-0080.