



**Successor Agency  
to the  
Taft Community Development Agency  
Long-Range Property Management Plan**

**Prepared By  
City of Taft  
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City Manager**

**Approved by:  
Successor Agency to the Taft Community Development Agency**

**By Resolution:** 3737-15      **Date:** December 17, 2015

**Oversight Board to the Successor Agency to the Taft Community  
Development Agency**

**By Resolution:** OB-2015-12      **Date:** December 17, 2015

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Long-Range Property Management Plan**

**Introduction:**

On June 27, 2012, Governor Brown signed into law Assembly Bill 1484 (AB 1484). This legislation was a budget trailer bill that made substantial changes to the redevelopment agency dissolution law adopted through approval of Assembly Bill 1X 26. AB 1484 included within Section 34191.5 of the law a requirement for successor agencies to develop a long-range property management plan that will serve to determine the disposition and use of properties owned by the former redevelopment agency. This document is the Long-Range Property Management Plan for the Successor Agency to the Taft Community Development Agency (Successor Agency).

**Summary Description of Properties Owned by the Successor Agency:**

The former Taft Community Development Agency (the "TCDA") acquired a number of properties in the course of its redevelopment activities. Properties acquired by the former TCDA were intended for furtherance of three redevelopment activities.

First, the TCDA acquired property to assist with the development of a K-Mart center that was constructed at the corner of State Route 33 and Gardner Field Road. This center was constructed more than 15 years ago. The Successor Agency presently owns three parcels that were remainder parcels from that transaction. These parcels are items 22, 23 and 24 on the Inventory. Item 23 is a small strip located adjacent to Enterprise Way that borders the K-Mart center on the east. This strip is proposed to be sold but it is not anticipated that it will carry much value. It is likely useful only as landscaped parkway at whatever time the property adjacent on the east is developed. The parcels listed as item 22 and 24 are proposed for retention by the City of Taft (the "City") for development. These two parcels total 4.38 acres and are separated by 4.3 acres of former railroad right of way that is the northernmost piece of another parcel owned by the Successor Agency. This former railroad right of way is listed as item 20 and 21 on the Inventory. Items 20 and 21 were acquired at no cost to the TCDA and were intended for use in extending the Rails to Trails system in the City of Taft. The property is the former right of way of the Sunset Railroad that was built to carry oil from this area to Bakersfield. With no additional funding available, most of this former right of way is proposed to be sold. By retaining the northernmost 4.3 acres of the item 20 and joining it with items 22 and 24, a very

developable parcel of 8.68 acres can be created at the corner of State Route 33 and Petroleum Club Road.

All remaining parcels, represented as items 1 through 19, owned by the Successor Agency are located just south of the main downtown area of Taft. This corridor is located between Main Street on the north, Front Street on the south, 10<sup>th</sup> Street on the west and Oak Street on the east. Running through the middle of this area is strip of City owned parcels that contain the active Rails to Trails walking trail. The parcels in use as the Rails to Trails walking trail are owned by the City and are not included in the Long Range Property Management Plan. The parcels on either side of the walking trail were owned by Sunset Railroad and Union Pacific Railroad. In 2008, these parcels were acquired by the TCDA with the intention of securing a developer to manage the ultimate development of commercial, hotel and residential uses in furtherance of the Redevelopment Plan. Between the time the parcels were acquired and the present, parcel boundaries were revised several times and the assessor's parcel numbers were likewise revised.

Between 2008 and March 2011, the TCDA conducted planning studies and sought a developer to manage the redevelopment of the area. In March, 2011, the City of Taft and the TCDA entered into an agreement whereby the parcels acquired by the TCDA for redevelopment of this area would be transferred to the City. In April, 2011, the TCDA entered into a Disposition and Development Agreement (the "April 2011 DDA") with Sunset Rails LLC that established the conditions whereby the properties would be transferred to Sunset Rails LLC for redevelopment. On August 2, 2011, in accordance with the agreement between the TCDA and the City and in accordance with the executed April 2011 DDA with Sunset Rails LLC, the parcels identified as items 1 through 19 on the Inventory were transferred from the TCDA to the City of Taft.

In accordance with the land use plan approved as part of the April 2011 DDA, on June 13, 2013, the City of Taft transferred 1.71 acres, identified as assessor's parcel number 032-110-87 to Sunset Rails LLC and on June 13, 2013, Sunset Rails LLC transferred this parcel to Deepa Investments & Lodging LLC for construction of a Best Western hotel. The site is located at the northwest corner of Main Street and 6<sup>th</sup> Street. The hotel is nearing completion and will contain 60 rooms.

Within the context of the land uses approved in the April 2011 DDA, the City has developed a small outdoor amphitheater that serves as a park space adjacent to the Rails to Trails walkway and has developed a monument to the oil workers of the area's oilfields. The amphitheater is located at the southeast corner of Main Street and 6<sup>th</sup> Street on parcels identified in the Inventory as items 12 and 13. Construction of the Oil Workers Monument began in 2010 and it is located on the northeast corner of Supply Row and 6<sup>th</sup> Street and is on a parcel identified as items 10 and 11. The parcels identified as items 10 and 11 are also being developed by the City as a Park and Ride facility. The City's Park-and-Ride project includes a parking lot with a bus drop-off on Supply Row Street between 4th Street and 6th Street. It will be located on the east side of the Oil Workers Monument and south of the existing bike and pedestrian trail along Supply Row Street. The primary purpose of the project is to provide a safe place for citizens to park their vehicles and car/van pool to their places of work. This is especially useful for those working at the oil fields and for Taft College students. Placing the project in a location central to the City's

downtown area puts the proposed Park-and-Ride in a strategic position to serve areas in all directions of Taft.

The parcels occupied by the existing amphitheater, Oil Workers Monument and the Park-and-Ride facility are consistent with the land use plan approved with the April 2011 DDA and are proposed for retention by the City of Taft as governmental purpose properties.

## **Requirements of the Long-Range Property Management Plan:**

The Long-Range Property Management Plan must, by statute, include an inventory of all properties in the Community Redevelopment Property Trust Fund, which was established, as required by law, to serve as the repository of the former Community Development Commission's real properties. The inventory must include of all of the following information:

- The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
- The purpose for which the property was acquired.  
Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, Community, or general plan.
- An estimate of the current value of the parcel including, if available, any appraisal information.
- An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.
- The history of any environmental contamination, including any designation as a brownfield site, any related environmental studies, and history of any remediation efforts.
- A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.
- A brief history of previous development proposals and activity, including the rental or lease of property.

The Plan must address the use or disposition of all of the properties in the Community Redevelopment Property Trust Fund. Permissible uses for land within the Trust Fund include:

- Retention of the property for governmental use pursuant to subdivision (a) of Section 34181.
- Retention of the property for future development.
- Sale of the property
- Use of the property to fulfill an enforceable obligation.

The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

- If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county that sponsored the redevelopment plan.
- If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation, the proceeds from the sale shall be distributed as property tax to the taxing entities.
- Property shall not be transferred to a successor agency, city, county, or city and county, unless the LRPMP has been approved by the oversight board and the DOF.

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

No.	HSC 34191.5 (c)(1)(C)			HSC 34191.5 (c)(2)			HSC 34191.5 (c)(1)(A)			(if applicable)			
	Address or Description	APN	Property Type	Permissible Use	If Sale of Property, specify intended use of sale proceeds	Permissible Use Detail	Acquisition Date	Value at Time of Acquisition	Estimated Current Value	Date of Estimated Current Value	Estimated Current Value Basis	Proposed Sale Value	Proposed Sale Date
1	811 Supply Row	032-110-30	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	334,039	266,064	April 2011	Agency Estimate		
2		032-110-41	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	304,507	242,542	April 2011	Agency Estimate		
3	201 Supply Row	032-110-42	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	102,377	81,544	April 2011	Agency Estimate		
4	189 Supply Row	032-110-43	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	63,656	50,704	April 2011	Agency Estimate		
5		032-110-49	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	326,620	260,315	April 2011	Agency Estimate		
6	509 & 531 Supply Row	032-110-58	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	440,354	350,745	April 2011	Agency Estimate		
7		032-110-66	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	174,557	139,044	April 2011	Agency Estimate		
8		032-110-67	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	80,565	72,135	April 2011	Agency Estimate		
9	815 Main Street	032-110-68	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	172,598	137,475	April 2011	Agency Estimate		
10	410 Supply Row & 419 4th Street	032-110-70	Vacant Lot/Land	Governmental Use	N/A	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	75,471	60,113	April 2011	Agency Estimate		
11	410 Supply Row & 419 4th Street	032-110-71	Vacant Lot/Land	Governmental Use	N/A	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	120,097	95,668	April 2011	Agency Estimate		
12	431 Main Street	032-110-72	Vacant Lot/Land	Governmental Use	N/A	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	21,001	16,727	April 2011	Agency Estimate		
13	431 Main Street	032-110-73	Vacant Lot/Land	Governmental Use	N/A	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	26,776	21,432	April 2011	Agency Estimate		
14	409 Main Street	032-110-74	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	30,188	24,045	April 2011	Agency Estimate		
15	409 Main Street	032-110-75	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	59,720	47,568	April 2011	Agency Estimate		
16	209 Main Street	032-110-78	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	22,313	17,772	April 2011	Agency Estimate		
17	209 Main Street	032-110-79	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	44,626	35,545	April 2011	Agency Estimate		
18	300 Supply Row	032-110-80	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	42,132	33,454	April 2011	Agency Estimate		
19	300 Supply Row	032-110-81	Vacant Lot/Land	Fulfill Enforceable Obligation	Distribute to Taxing Entities	Property is included within approximately 44.81 acres that are obligated under the April 2011 DDA with Sunset Rails LLC for development by the Developer.	12/31/2008	85,315	67,954	April 2011	Agency Estimate		
20		220-040-50	Vacant Lot/Land	Sale of Property	Distribute to Taxing Entities	Any permitted by Zoning	12/23/2008	0	33,422	December 2015	Agency Estimate		
21		220-040-51	Vacant Lot/Land	Sale of Property	Distribute to Taxing Entities	Any permitted by Zoning	12/23/2008	0	1,589	December 2015	Agency Estimate		
22		220-290-07	Vacant Lot/Land	Future Development	N/A	Any permitted by Zoning	8/25/1993	54,120	24,300	December 2015	Market		
23		220-290-08	Vacant Lot/Land	Sale of Property	Distribute to Taxing Entities	Any permitted by Zoning	8/25/1993	6,976	41	December 2015	Agency Estimate		
24		220-290-10	Vacant Lot/Land	Future Development	N/A	Any permitted by Zoning	8/25/1993	20,423	6,180	December 2015	Market		

Successor Agency: Successor Agency to the Taft Co  
County: Kern

LONG RANGE PROPERTY MANAGEMENT PLAN: PROP

Property V

No.	Address or Description	APN	Purpose for which property was acquired	HSC 34191.6 (c)(1)(C)		Estimate of Current Parcel Value	HSC 34191.6 (c)(1)(E)		HSC 34191.6 (c)(1)(F)	HSC 34191.6 (c)(1)(G)		HSC 34191.6 (c)(1)(H)
				Lot Size	Current Zoning		Annual Estimate of Income/Revenue	Are there any contractual requirements for use of Incoms/revenue?		Has there been historic environmental contamination, studies, and/or remediation, and designation as a brownfield site for the property?	Does the property have the potential as a transit oriented development?	
1	511 Supply Row	032-110-30	Economic Development under executed April 2011 DDA	5.08 Acres	Mixed Use	266,084	0 No	No	No	Yes	Yes	
2	See Above	032-110-41	Economic Development under executed April 2011 DDA	4.64 Acres	Mixed Use	242,542	0 No	No	No	Yes	Yes	
3	201 Supply Row	032-110-42	Economic Development under executed April 2011 DDA	1.56 Acres	Mixed Use	81,544	0 No	No	No	Yes	Yes	
4	199 Supply Row	032-110-43	Economic Development under executed April 2011 DDA	0.97 Acres	Industrial	50,704	0 No	No	No	Yes	Yes	
5	See Above	032-110-49	Economic Development under executed April 2011 DDA	4.98 Acres	Mixed Use	260,315	0 No	No	No	Yes	Yes	
6	509 & 531 Supply Row	032-110-58	Economic Development under executed April 2011 DDA	6.71 Acres	Mixed Use	350,745	0 No	No	No	Yes	Yes	
7	See Above	032-110-66	Economic Development under executed April 2011 DDA	2.66 Acres	Mixed Use	139,044	0 No	No	No	Yes	Yes	
8	See Above	032-110-67	Economic Development under executed April 2011 DDA	1.38 Acres	Mixed Use	72,135	0 No	No	No	Yes	Yes	
9	815 Main Street	032-110-86	Economic Development under executed April 2011 DDA	2.63 Acres	Mixed Use	137,475	0 No	No	No	Yes	Yes	
10	410 Supply Row & 419 4th Street	032-110-70	Economic Development under executed April 2011 DDA	1.15 Acres	Mixed Use	60,113	0 No	No	Yes	Yes	Yes	
11	410 Supply Row & 419 4th Street	032-110-71	Economic Development under executed April 2011 DDA	1.63 Acres	Mixed Use	85,658	0 No	No	Yes	Yes	Yes	
12	431 Main Street	032-110-72	Economic Development under executed April 2011 DDA	0.32 Acres	Mixed Use	16,727	0 No	No	No	Yes	Yes	
13	431 Main Street	032-110-73	Economic Development under executed April 2011 DDA	0.41 Acres	Mixed Use	21,432	0 No	No	No	Yes	Yes	
14	409 Main Street	032-110-74	Economic Development under executed April 2011 DDA	0.46 Acres	Mixed Use	24,045	0 No	No	No	Yes	Yes	
15	409 Main Street	032-110-75	Economic Development under executed April 2011 DDA	0.91 Acres	Mixed Use	47,568	0 No	No	No	Yes	Yes	
16	209 Main Street	032-110-78	Economic Development under executed April 2011 DDA	0.34 Acres	Mixed Use	17,772	0 No	No	No	Yes	Yes	
17	209 Main Street	032-110-79	Economic Development under executed April 2011 DDA	0.68 Acres	Mixed Use	35,545	0 No	No	No	Yes	Yes	
18	300 Supply Row	032-110-80	Economic Development under executed April 2011 DDA	0.64 Acres	Mixed Use	33,454	0 No	No	No	Yes	Yes	
19	300 Supply Row	032-110-81	Economic Development under executed April 2011 DDA	1.3 Acres	Mixed Use	67,954	0 No	No	No	Yes	Yes	
20	This parcel consists of abandoned railroad right of way. The Successor Agency proposes to retain the western most 4.3 acres for additional to parcels numbers 22 and 24 to create a more suitable parcel for future development. The remaining 5.27 acres would be made available for sale with proceeds being distributed to Taxing Entities. The portion to be sold is valued at \$150 per acre. The 4.3 acres proposed to be retained for consolidation with parcels 22 and 24 is valued at \$1,650/acre.	220-040-50	Expansion of the Rails to Trails Program	9.57 Acres	Industrial	33,422	0 No	No	No	No	No	
21	This parcel consists of abandoned railroad right of way. The Successor Agency proposes to sell the parcel with proceeds being distributed to Taxing Entities.	220-040-51	Expansion of the Rails to Trails Program	15.89 Acres	Industrial	1,589	0 No	No	No	No	No	
22	City proposes to retain this property and to add it to property number 24 and with a portion of property number 20 to create a viable development parcel. The estimated value is based on enrolled land value on parcel adjacent and undeveloped.	220-290-07	Economic Development	3.18 Acres	General Commercial	24,300	0 No	No	No	No	Yes	
23	This parcel has limited use except for landscaped pathway for Enterprise Way. It could be added to the parcel adjacent to the east.	220-290-08	Economic Development	0.41 Acres	Industrial	41	0 No	No	No	No	No	
24	City proposes to retain this property and to add it to property number 22 and with a portion of property number 20 to create a viable development parcel. The estimated value is based on enrolled land value on parcels adjacent and undeveloped.	220-290-10	Economic Development	1.2 Acres	General Commercial	9,160	0 No	No	No	No	No	

Successor Agency: Successor Agency to the Taft Cor  
County: Kern

LONG RANGE PROPERTY MANAGEMENT PLAN: PROP

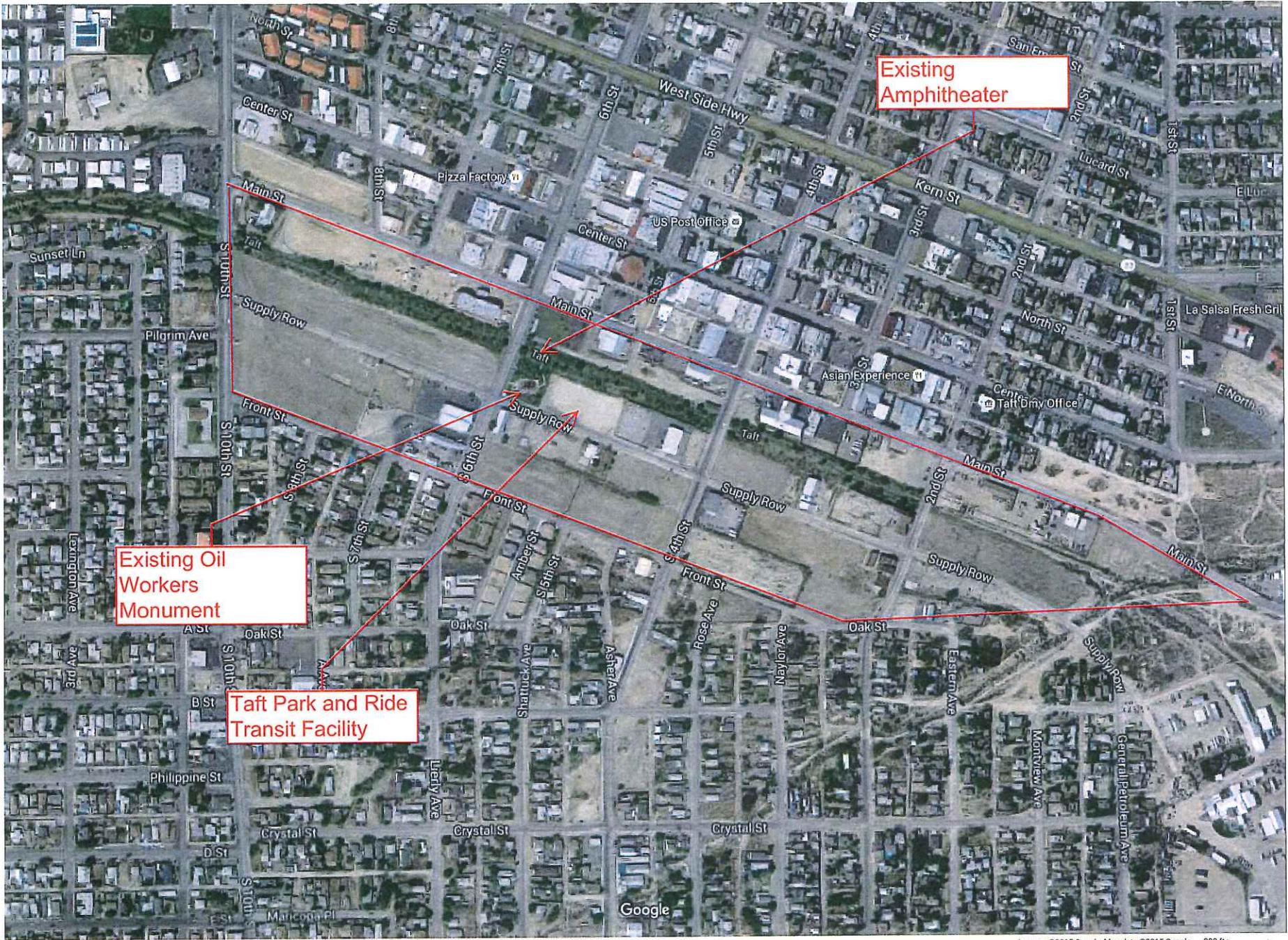
HSC 34191.5 (c)(1)(C)			Property V	HSC 34191.5 (c)(1)(B)	HSC 34191.5 (c)(1)(C)		HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)	
No.	Address or Description	APN		Purpose for which property was acquired	Lot Size	Current Zoning	Estimate of Current Parcel Value	Annual Estimate of Income/Revenue	Are there any contractual requirements for use of income/revenue?
			The City of Taft and the former Taft Community Development Agency (the TCDA) entered into a DDA on April 4, 2011 after a proposal process that had been underway for several years. The April 2011 DDA was entered into with Sunset Rails LLC and provides that Sunset Rails LLC is a master developer of all Agency owned properties located between Main Street and Front Street on the north and south and 10th Street and Oak Street on the west and east. Under the terms of the agreement, the City is the agent for the former TCDA and, subsequently, the Successor Agency. The April 2011 DDA requires payment by the Developer for parcels as they are developed. Revenues received as parcels are sold will serve as additional revenues available for use for payment of enforceable obligations or for distribution to taxing entities.	Economic Development under executed April 2011 DDA	5.09 Acres	Mixed Use	265,064	0 No	
1	811 Supply Row	032-110-30	See Above	Economic Development under executed April 2011 DDA	4.64 Acres	Mixed Use	242,542	0 No	
2		032-110-41	See Above	Economic Development under executed April 2011 DDA	1.56 Acres	Mixed Use	81,544	0 No	
3	201 Supply Row	032-110-42	See Above	Economic Development under executed April 2011 DDA	0.97 Acres	Industrial	50,704	0 No	
4	199 Supply Row	032-110-43	See Above	Economic Development under executed April 2011 DDA	4.98 Acres	Mixed Use	280,315	0 No	
5		032-110-49	See Above	Economic Development under executed April 2011 DDA	6.71 Acres	Mixed Use	350,745	0 No	
6	509 & 531 Supply Row	032-110-58	See Above	Economic Development under executed April 2011 DDA	2.66 Acres	Mixed Use	139,044	0 No	
7		032-110-66	See Above	Economic Development under executed April 2011 DDA	1.38 Acres	Mixed Use	72,135	0 No	
8		032-110-67	See Above	Economic Development under executed April 2011 DDA	2.63 Acres	Mixed Use	137,475	0 No	
9	815 Main Street	032-110-85	See Above	Economic Development under executed April 2011 DDA	1.15 Acres	Mixed Use	60,113	0 No	
10	410 Supply Row & 419 4th Street	032-110-70	See Above	Economic Development under executed April 2011 DDA	1.83 Acres	Mixed Use	95,658	0 No	
11	410 Supply Row & 419 4th Street	032-110-71	See Above	Economic Development under executed April 2011 DDA	0.32 Acres	Mixed Use	16,727	0 No	
12	431 Main Street	032-110-72	See Above	Economic Development under executed April 2011 DDA	0.41 Acres	Mixed Use	21,432	0 No	
13	431 Main Street	032-110-73	See Above	Economic Development under executed April 2011 DDA	0.46 Acres	Mixed Use	24,045	0 No	
14	409 Main Street	032-110-74	See Above	Economic Development under executed April 2011 DDA	0.91 Acres	Mixed Use	47,588	0 No	
15	409 Main Street	032-110-75	See Above	Economic Development under executed April 2011 DDA	0.34 Acres	Mixed Use	17,772	0 No	
16	209 Main Street	032-110-78	See Above	Economic Development under executed April 2011 DDA	0.68 Acres	Mixed Use	35,545	0 No	
17	209 Main Street	032-110-79	See Above	Economic Development under executed April 2011 DDA	0.64 Acres	Mixed Use	33,454	0 No	
18	300 Supply Row	032-110-80	See Above	Economic Development under executed April 2011 DDA	1.3 Acres	Mixed Use	67,954	0 No	
19	300 Supply Row	032-110-81	See Above	Economic Development under executed April 2011 DDA	9.57 Acres	Industrial	33,422	0 No	
20		220-040-50	This parcel consists of abandoned railroad right of way. The Successor Agency proposes to retain the western most 4.3 acres for additional to properties numbers 22 and 24 to create a more suitable parcel for future development. The remaining 5.27 acres would be made available for sale with proceeds being distributed to Taxing Entities. The portion to be sold is valued at \$100 per acre. The 4.3 acres proposed to be retained for consolidation with parcels 22 and 24 is valued at \$7,650/acre.	Expansion of the Rails to Trails Program	15.89 Acres	Industrial	1,589	0 No	
21		220-040-51	This parcel consists of abandoned railroad right of way. The Successor Agency proposes to sell the parcel with proceeds being distributed to Taxing Entities.	Expansion of the Rails to Trails Program	3.18 Acres	General Commercial	24,300	0 No	
22		220-290-07	This parcel consists of abandoned railroad right of way. The Successor Agency proposes to retain this property and to add it to property number 24 and with a portion of property number 20 to create a viable development parcel. The estimated value is based on enrolled land value on parcel adjacent and undeveloped.	Economic Development	0.41 Acres	Industrial	41	0 No	
23		220-290-08	This parcel has limited use except for landscaped parkway for Enterprise Way. It could be added to the parcel adjacent to the east.	Economic Development	1.2 Acres	General Commercial	9,180	0 No	
24		220-290-10	City proposes to retain this property and to add it to property number 22 and with a portion of property number 20 to create a viable development parcel. The estimated value is based on enrolled land value on parcels adjacent and undeveloped.	Economic Development					

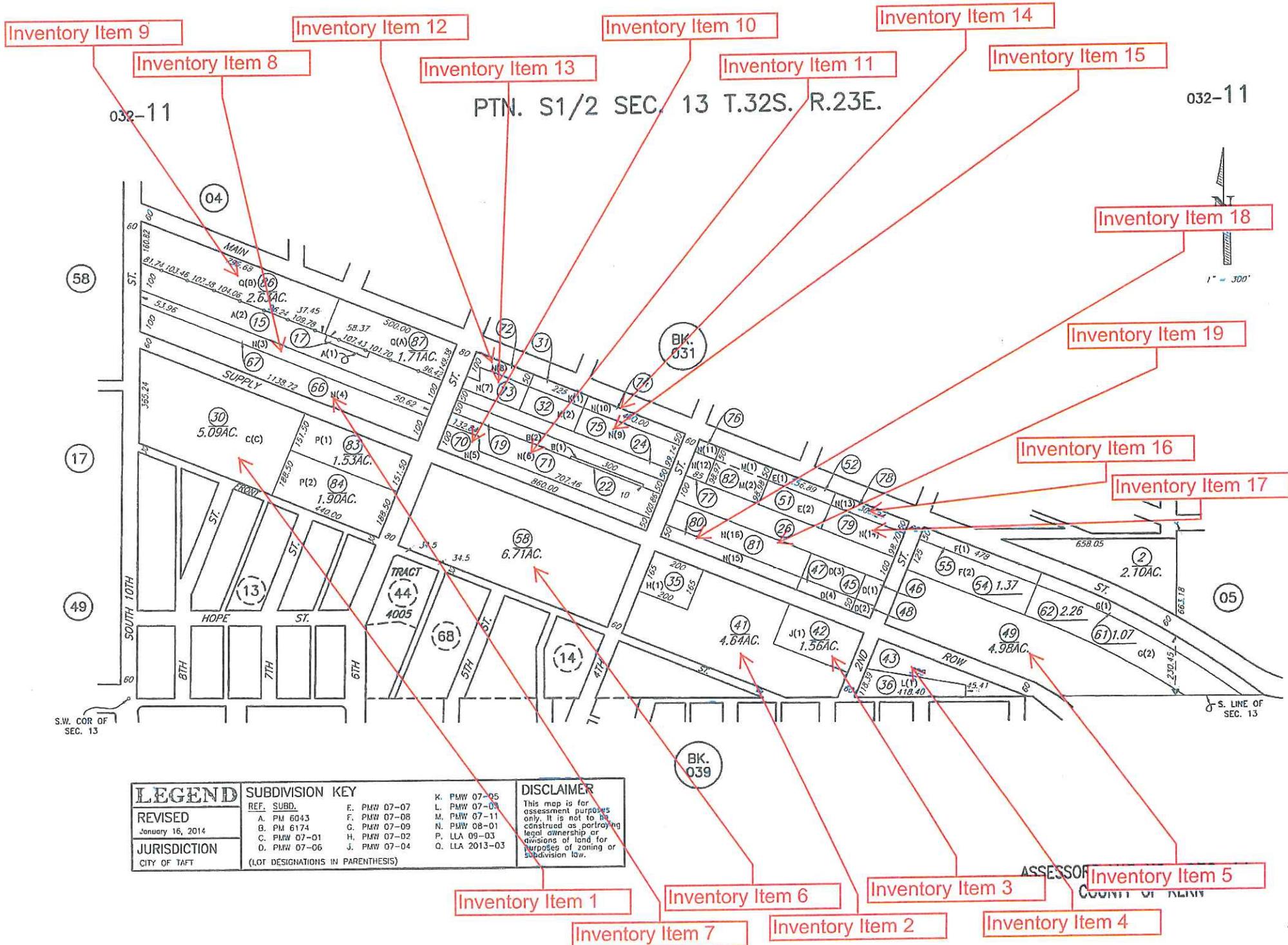
Successor Agency: Successor Agency to the Taft Cor  
County: Kern

LONG RANGE PROPERTY MANAGEMENT PLAN: PROP

Other Prop

No.	Address or Description	APN	HSC 34191.5 (c)(1)(F)		HSC 34191.5 (c)(1)(G)		HSC 34191.5 (c)(1)(H)	
			Has there been historic environmental contamination, studies, and/or remediation, and designation as a brownfield site for the property?	Does the property have the potential as a transit oriented development?	Were there advancements to the successor agency's planning objectives?	Does the property have a history of previous development proposals and activity?		
1	811 Supply Row	032-110-30	No	No	Yes	Yes		
2		032-110-41	No	No	Yes	Yes		
3	201 Supply Row	032-110-42	No	No	Yes	Yes		
4	199 Supply Row	032-110-43	No	No	Yes	Yes		
5		032-110-49	No	No	Yes	Yes		
6	509 & 531 Supply Row	032-110-58	No	No	Yes	Yes		
7		032-110-66	No	No	Yes	Yes		
8		032-110-67	No	No	Yes	Yes		
9	815 Main Street	032-110-86	No	No	Yes	Yes		
10	410 Supply Row & 419 4th Street	032-110-70	No	Yes	Yes	Yes	Properties 10 and 11 will be reparcIALIZED to create a unique parcel for the existing Oil Workers Monument and park. In addition, another portion of the combined acreage will be used for a new Taft Transit Center and parking for the Transit Center. Of the total 2.98 acres within properties 10 and 11, approximately half of the acreage would be used for the Monument and Transit Center. The balance of the property is obligated under the DDA with Sunset Rails LLC.	
11	410 Supply Row & 419 4th Street	032-110-71	No	Yes	Yes	Yes	Properties 10 and 11 will be reparcIALIZED to create a unique parcel for the existing Oil Workers Monument and park. In addition, another portion of the combined acreage will be used for a new Taft Transit Center and parking for the Transit Center. Of the total 2.98 acres within properties 10 and 11, approximately half of the acreage would be used for the Monument and Transit Center. The balance of the property is obligated under the DDA with Sunset Rails LLC.	
12	431 Main Street	032-110-72	No	No	Yes	Yes	This property and property number 13 have been improved as an outdoor amphitheater and are being used by the City for free community events. The site is adjacent to the historic downtown area and is adjacent to the City's recreational walking path.	
13	431 Main Street	032-110-73	No	No	Yes	Yes	This property and property number 12 were improved as an outdoor amphitheater and are being used by the City for free community events. The site is adjacent to the historic downtown area and is adjacent to the City's recreational walking path.	
14	409 Main Street	032-110-74	No	No	Yes	Yes		
15	409 Main Street	032-110-75	No	No	Yes	Yes		
16	209 Main Street	032-110-78	No	No	Yes	Yes		
17	209 Main Street	032-110-79	No	No	Yes	Yes		
18	300 Supply Row	032-110-80	No	No	Yes	Yes		
19	300 Supply Row	032-110-81	No	No	Yes	Yes		
20		220-040-50	No	No	No	No	Parcel 20 and 21 are abandoned railroad right of way with little commercial value by themselves. The Successor proposes to sell all but the northern most portion of parcel 20. Other than the 4.3 acres mentioned, the most likely buyer would be the owner(s) of the adjacent parcels.	
21		220-040-51	No	No	No	No	See above.	
22		220-290-07	No	No	No	Yes	This property was purchased as part of a 25.71 acres parcel purchased by the Taft Community Development Agency on October 26, 1993. The purchase price was \$437,558 (\$17,019/acre). The parcel was subdivided by Parcel Map 9938 and 19.1 acres of the total parcel was sold to a shopping center developer via a DDA. This 3.18 acres was retained by TCDA for future development.	
23		220-290-08	No	No	No	No	This property was purchased as part of a 25.71 acres parcel purchased by the Taft Community Development Agency on October 26, 1993. The purchase price was \$437,558 (\$17,019/acre). The parcel was subdivided by Parcel Map 9938 and 19.1 acres of the total parcel was sold to a shopping center developer via a DDA. This 0.41 acres was retained by TCDA for use as landscaped parkway.	
24		220-290-10	No	No	No	No	This property was purchased as part of a 25.71 acres parcel purchased by the Taft Community Development Agency on October 26, 1993. The purchase price was \$437,558 (\$17,019/acre). The parcel was subdivided by Parcel Map 9938 and 19.1 acres of the total parcel was sold to a shopping center developer via a DDA. This 1.20 acres was retained by TCDA for landscaped parkway and road/railway separation.	





**LEGEND**  
 REVISED  
 January 16, 2014  
 JURISDICTION  
 CITY OF TAFT

SUBDIVISION KEY		DISCLAIMER	
REF.	SUBD.	K. PMW 07-05	This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.
A.	PM 6043	L. PMW 07-09	
B.	PM 6174	M. PMW 07-11	
C.	PMW 07-01	N. PMW 08-01	
D.	PMW 07-06	P. LLA 09-03	
		Q. LLA 2013-03	
E.	PMW 07-07		
F.	PMW 07-08		
G.	PMW 07-09		
H.	PMW 07-02		
J.	PMW 07-04		

**DISCLAIMER**  
 This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

ASSESSOR  
 COUNTY OF PLUM



Inventory Items 22 and 24 plus 4.3 acres proposed to be retained from Item 21



SCANNED

## DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF TAFT ("TAFT"), acting on its own behalf and as Agent for the TAFT COMMUNITY DEVELOPMENT AGENCY ("Agency" or "TCDA"), and SUNSET RAILS, LLC, a Limited Liability Company ("Developer"). City, Agency and the Developer agree as follows:

### I. [ ' 100] SUBJECT OF AGREEMENT

#### [ ' 101] Purpose of the Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan for the Taft Redevelopment Project No. 1 (the "Project") by providing for the purchase and the redevelopment of the hereinafter-described portion of the Project area (the "Site"). The purchase and redevelopment of Site by Developer pursuant to this Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of Agency, City and the health, safety, morals, and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements under which the Project and this development have been undertaken and assisted.

City, Agency and Developer acknowledge that Site is a severely blighted area in need of redevelopment. In order to remove the conditions of blight and prevent blighted conditions from increasing, certain improvements to Site need to be made, including but not limited to the removal of dilapidated buildings and the repair or removal or replacement of dilapidated or inadequate infrastructure, including but not limited to streets, alleys, curbs, gutters and sidewalks.

#### [ ' 102] The Redevelopment Plan

The Redevelopment Plan for the Project was approved and adopted by the City Council of the City of Taft by **Ordinance No. 522** on July 15, 1986, and was amended by **Ordinance Number 619-94** on October 18, 1994. This Agreement shall be subject to the provisions of the Redevelopment Plan as amended which is incorporated herein by this reference and made a part hereof as though fully set forth herein.

#### [ ' 103] The Project Area

The "Project Area" is located in the City of Taft, California, the exact boundaries of which are specifically described in the Redevelopment Plan and in an instrument recorded as **Document No. 007318 of the Official Records of Kern County of the State of California**, which instruments are incorporated herein by reference and made a part hereof.

[ 104] The Site

Site is that portion of the Project Area shown on the "Site Map" attached hereto and incorporated herein as Exhibit No. 1, and more particularly described in the "Legal Description," *(provided by the City)* which is incorporated herein and attached to this Agreement as Exhibit No. 2. Site consists of an extremely blighted area, and the redevelopment of Site by Developer as set forth in this Agreement will eliminate blight and/or blighted conditions and help to prevent the reoccurrence of blighted conditions within the Project Area.

[ 105] Parties to the Agreement

[ 105a] The City

City is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing as a General Law city under the laws of the State of California.

The principal office of City is located at **209 E. Kern Street**; Taft, California, **93268**

"City" as used in this Agreement includes the City of Taft and any assignee of, or successor to its rights, powers and responsibilities. City is acting on its own behalf and as the Agent for the Taft Community Development Agency.

[ 107] The Developer

Developer is Sunset Rails, LLC, a California Limited Liability Company. The principal office of Developer for the purpose of this Agreement is located at 4 SE of Ocean Avenue, on Lincoln, Ste. 2, Carmel, California 93921.

Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successors in interest of Developer as approved by City and Agency in accordance with Section 108 of this Agreement.

[ 108] Prohibition Against Change in Ownership Management and Control of Developer

The qualifications and identity of Developer are of particular concern to City. It is because of those qualifications and identity that City has entered into this Agreement with Developer. Prior to the termination date, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

Developer shall not assign all or any part of this Agreement or any rights hereunder without the prior written approval of City. City shall not unreasonably withhold its approval of an assignment provided that: (1) the assignee shall expressly assume the obligations of Developer

pursuant to this Agreement in writing satisfactory to the City; (2) the original Developer shall remain fully responsible and liable for the performance of the obligations of Developer pursuant to this Agreement; (3) any guarantees provided to assure the performance of Developer's obligations under this Agreement shall remain in full force and effect; and (4) the assignee is financially capable of performing the duties and discharging the obligation it is assuming. Developer shall notify City in writing within five (5) days of any and all changes whatsoever in its identity.

All of the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of Developer and the permitted successors and assigns of Developer.

[ 109] Representations by Developer

Developer represents the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and shall survive the Close of Escrow with respect to conveyance of any portion of Site pursuant to this Agreement:

1. Developer has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.
2. All requisite action has been taken by Developer and all requisite consents have been obtained by Developer in connection with entering into this Agreement and the instruments and documents referenced herein, and the consummation of the transactions contemplated hereby.
3. This Agreement is, and all agreements, instruments and documents to be executed by Developer pursuant to this Agreement shall be, duly executed by and are, or shall be, valid and legally binding upon Developer and enforceable in accordance with their respective terms and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which Developer is a party.
4. Developer is duly established and in good standing under the laws of the State of California and has duly authorized, executed and delivered this Agreement and any and all other agreements and documents required to be executed and delivered by Developer in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement.
5. Developer does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of Developer to carry out its obligations hereunder.

6. There are no material pending or, so far as is known to Developer, threatened legal proceedings to which Developer is or may be made a party or to which could affect the validity and enforceability of the terms of this Agreement in any material respect, or materially and adversely affect the ability of Developer to carry out its obligations hereunder.

Each of the foregoing items 1 to 6, inclusive, shall be deemed to be an ongoing representation and warranty. Developer shall use all reasonable efforts to advise City in writing within 30 days if there is any material change pertaining to any matters set forth or referenced in the foregoing items 1 to 6, inclusive.

## II. [ ' 200 ] DISPOSITION OF PARCELS

### [ ' 201 ] Transfer and/or Sales and Purchase

City is either the owner of, or in the process of obtaining certain parcels of real property which are a portion of Site, attached hereto and incorporated herein as **Exhibit No. 1**.

In consideration for City entering into this Agreement, prior to the execution of this Agreement, Developer shall provide to City a non-refundable deposit in the sum of **Ten Thousand Dollars (\$10,000.00)** which shall remain City's property if, at no fault of the City, the transfer of Parcels does not take place as required by this Agreement. If Parcels are transferred to Developer, then such fee shall be deposited with City to be applied towards fees to be paid by Developer to develop the Site. In any event, Developer shall maintain the \$10,000.00 deposit through the issuance of the last Certificate of Completion.

Provided that Developer is not in material default of the provisions of this Agreement, and in accordance with and subject to all the terms, covenants and conditions of this Agreement, City agrees to sell Parcels to Developer, and Developer agrees to purchase Parcels from City (City Conveyance) for development hereunder for a total purchase price of **\$1.200/ sq. ft.** in accordance with the economic terms, **Compensation Method and Timing** attached as Exhibit No. 5. City Conveyance shall be accomplished by **Grant Deed(s)**, the form of which is incorporated herein and attached hereto as Exhibit No. 3; and shall be subject to City's reverted rights set forth in **Section 504** hereof.

### [ ' 201A ] Additional Development Financing Options

City agrees to explore financing options to assist with the redevelopment of Site. These options include such things as a Business Improvement District and other devices that may become available from time to time. Developer agrees to participate and cooperate in City's efforts regarding said alternative financing options.

[ ' 202 ] City Conveyance Escrow

1. City and Developer agree to open an escrow for the sale of Parcels with First American Title Company, or such other escrow agent as may be acceptable to both City and Developer (the "Escrow Agent"), within thirty (30) days of identifying which City parcel or parcels will be developed. This Agreement shall constitute the joint escrow instruction of Agency and Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon opening of the escrow.

2. City and Developer shall provide such additional escrow instructions consistent with this Agreement as shall be reasonably necessary. The Escrow Agent hereby is empowered to act under this Agreement, and upon indicating its acceptance of this Section 202 in writing, delivered to City and Developer within ten (10) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

3. Upon delivery of the Grant Deed(s) for Site to the Escrow Agent by City pursuant to Section 206 of this Agreement, the Escrow Agent shall record such Grant Deed(s) in accordance with these escrow instructions, provided that the title to Parcels can be vested in Developer in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law.

4. City and Developer agree to and shall deliver to the Escrow Agent all documents necessary for the conveyance of title to Parcels in conformity with, within the times, and in the manner provided in this Agreement.

5. City and Developer shall each pay into escrow to the Escrow Agent one half of the following fees, charges and costs promptly after the Escrow Agent has notified City and Developer of the amount of such fees, charges and costs, and prior to the scheduled date for the close of escrow:

- a. The escrow fee;
- b. Cost of drawing a Grant Deed(s);
- c. Recording fees;
- d. Notary fees;
- e. Cost of premium for title insurance policy;

f. Any State, County, or City documentary stamp or transfer tax for the City Conveyance;

g. Any and all other closing or cancellation costs not heretofore mentioned.

6. City shall timely and properly execute, acknowledge and deliver Grant Deed(s) in the form established in Section 204 of this Agreement.

7. The Escrow Agent is authorized to:

a. Pay, and charge City and Developer, for the appropriate fees, charges and costs payable under this Section 202 of this Agreement. Before such payments are made, the Escrow Agent shall notify City and Developer of such fees, charges, and costs;

b. Disburse funds and deliver the Grant Deed(s) and other documents to the parties entitled thereto when the conditions of the escrow have been fulfilled by City and Developer. Such funds shall not be disbursed and delivered by the Escrow Agent unless and until it has recorded the Grant Deed(s) to Parcels and has delivered to Developer the title insurance policy insuring title and conforming to the requirements of Section 208 of this Agreement;

c. Record any instruments delivered through the escrow if necessary or proper to vest title in Developer in accordance with the terms and provisions of these escrow instructions.

8. All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made on the basis of a thirty-day month. Interest shall be credited to the benefit of the party making the deposit of the funds. As provided for in Sections 505 and 506, both City and Developer have certain Termination rights, and pursuant thereto may, in writing, demand the return of its money, papers, or documents from the Escrow Agent, except that the unexpended portion of the deposit required under Section 201 above is not refundable. No demand for return shall be recognized until ten (10) days after the Escrow Agent has mailed copies of such demand to the other party or parties at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Agent and to the party within the ten-day period; in which event, the Escrow Agent is authorized to hold all money, papers and documents with respect to Agency Parcels until instructed by mutual agreement of the parties or upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible.

9. Any amendment of the escrow instructions shall be in writing and signed by both City and Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to City or Developer shall be directed to the addresses in the manner established in Section 601 of this Agreement for notices, demands, and communications between Agency and Developer. The liability of the Escrow Agent under this Agreement (except for Section 201 which shall be enforceable according to its terms), in its capacity as Escrow Agent for City Conveyance and without limitation as to the liabilities it may have if it acts as a title insurer or obligations as escrow holder for City Conveyance, is limited to performance of the obligations imposed upon it under Sections 202 through 208, inclusive, of this Agreement.

[ ' 203] Conveyance of Title and Delivery of Possession

1. Subject to: (i) The prior satisfaction of the conditions precedent to City Conveyance [as set forth in Section 212 of this Agreement]; and (ii) Any mutually agreed upon extension of time, the conveyance of Parcels by City to Developer shall be completed on or prior to **January 1<sup>st</sup>, 2020**. City and Developer agree to perform all acts necessary for conveyance of title and in sufficient time for title to be conveyed in accordance with the foregoing provisions.

2. Possession of Parcels shall be delivered concurrently with the conveyance of title pursuant to City Conveyance. Conveyance of any property shall be completed at time of Building Permit issuance. Conveyance of any property shall be initiated at time of Building Permit issuance and completed prior to issuance of Certificate of Occupancy.

[ ' 204] Form of Deed

City shall convey to Developer title to Parcels in the condition provided in Section 205 of this Agreement by Grant Deed(s) in a form attached hereto as Exhibit No. 3.

[ ' 205] Condition of Title

Title to Parcels as conveyed by City to Developer pursuant to this Agreement shall be fee simple, merchantable title to Parcels, free and clear of all recorded, liens, encumbrances, encroachments or assessments and easements except as expressly provided for in this Agreement and the Redevelopment Plan, provided that notwithstanding the foregoing, Developer expressly consents to all exceptions, limitations or encumbrances, contained in the Redevelopment Plan, Deed(s) and those conditions, exceptions and encumbrances set forth in Exhibit No. 4 "**Permitted Exceptions**", (*City to prepare*) and any other conditions, exceptions and encumbrances expressly consented to by Developer in writing, in its sole and absolute discretion. Notwithstanding the foregoing, City is not required to bring title into compliance with this Section 205.

[ ' 206] Time and Place for Delivery of Grant Deed(s)

Subject to any mutually agreed upon extension of time, City shall deposit the Grant Deed(s) for Parcels as acquisition is completed with the Escrow Agent on or before the scheduled close of escrow.

[ ' 207] Recordation of Grant Deed(s)

Prior to delivery of the Grant Deed(s) to Developer, the Escrow Agent shall file the Grant Deed(s) to Parcels for recordation among the land records in the Office of the County Recorder for Kern County.

[ ' 208] Title Insurance

Concurrent with the close of escrow and recordation to the Grant Deed(s) to Parcels, First American Title Company, or some other title insurance company satisfactory to City and Developer, shall provide and deliver to Developer, an CLTA owner's policy of title insurance issued by the title company insuring that the title is vested in Developer in the condition required by Section 205 of this Agreement. The title company shall provide a copy of the insurance policy to City, and the title insurance policy shall be in the amount of not less than one million dollars and 00/100 (\$1,000,000.00). Developer may select alternative title company services, if said title company is satisfactory to City, provided Developer pays all costs and premiums for such services.

[ ' 209] Taxes and Assessments

Ad valorem taxes and assessments, if any, on Parcels shall be prorated as of City Conveyance Date.

[ ' 210] Possession of Parcels

City represents that it has possession of Parcels except for the real properties identified in **Exhibit 1**, City shall take all reasonable actions necessary to obtain possession of said parcels in a timely manner, including Eminent Domain. Should the City be unable to provide clear title to any parcel prior to building permit issuance, all performance timing requirements contained within this agreement, will be extended the time required for the City to secure "Clear" title.

[ ' 211] Condition of Parcels

1. Parcels shall be conveyed in an "as is" condition with no warranty or liability express or implied on the part of City or Agency as to the condition of the soil, its geology, hydrology, or the presence of known or unknown faults or defects, including but not limited to any hazardous waste.

2. Prior to the conveyance of title to Parcels, representatives of Developer shall have the right of access to Parcels at all reasonable times for the purpose of obtaining data and making surveys and tests necessary to carry out this agreement. Developer hereby indemnifies and holds Agency and City harmless for any injury or damages arising out of any activity of Developer, its agents, employees and contractors, performed and conducted on Parcels pursuant to Section 211. Developer shall have access to all data concerning the condition of Parcels in the possession of City or Agency upon request.

3. Developer agrees to indemnify and hold harmless Agency and City from and against any liability, costs, damages, and attorney fees arising from Developer's use, generation, storage, release, or disposal of hazardous material(s) and/or Developer's creation of any negative environmental conditions in, on or about Site from and after the Closing Date of City Conveyance.

This Section shall be binding on the successors and assigns of the parties hereto and shall survive the close of escrow.

[ 212] Conditions Precedent to City Conveyance

Prior to, and as conditions to City Conveyance, the following conditions shall be completed:

1. Developer shall submit to City evidence that Developer has obtained sufficient equity capital for the phased interim and permanent financing necessary for the development of Site in accordance with this Agreement.

2. Developer shall have submitted to City, for review and approval, the architectural plans, the structural plans, site plan, building plans including specifications for public improvements and any and all other plans required by City by phase, for the development of Site in accordance with this Agreement.

3. Developer shall provide to City, the names of the commercial retail tenants as they are secured, along with the names and/or letters of intent from the Anchor Tenants and any and all other known tenants, as they become available.

4. Developer shall have obtained a legal and binding reciprocal easement agreement for Site, approved by City to which City shall be parties, executed by Tenants as defined in Section 401 when City owns Site.

5. City is to obtain the real properties known as 032-110-29, 31, 32, 35, 36, 45, 46, 47, 48, 51, 52, 54, 55, 61, 62, 63, & 82, APN#'s. (Refer to Exhibit 1, for specific locations). Developer and City acknowledge that Agency is proceeding to obtain these properties through a Purchase and Sale Agreement.

6. Developer shall obtain all entitlements necessary for Developer to construct the improvements on Site. Developer shall, at its own expense, secure or shall cause to be secured, any and all permits, lot line adjustments or other approvals, (collectively referred to as the Entitlements).

7. Developer shall not be in material default of any provision of this Agreement.

8. Developer shall enter into an Impact Fee and Infrastructure Reimbursement Agreement with the City.

9. Developer, at the time of transfer of Parcels, shall accept an assignment of any State Remediation Claims that may exist.

### III. [ ' 300] DEVELOPMENT OF THE SITE

#### [ ' 301] Development Responsibilities of Developer

1. Preparation of Land Use Plan, including the public participation component thereof
2. Preparation of Design Guidelines
3. Preparation of Economic Assessment Report
4. Preparation of Project Proforma
5. Preparation of Infrastructure Improvement Plans
6. Preparation of Architectural Plans

#### [ ' 302] Development of the Site

Developer shall provide proof of insurance certificates conforming to Section 309 of this Agreement, naming City as additional insured.

Developer shall develop the phased Site Plan in accordance with the requirements and within the limitations established in the "Phase 1 Development" (which is incorporated herein and attached to this Agreement as Exhibit No. 6), plans approved by the City Community Development Director pursuant thereto and the "Schedule of Performance" (which is incorporated herein and attached to this Agreement as Exhibit No. 7). The City shall not unreasonably withhold the approvals of said plans.

Developer will use reasonable efforts (consistent with Developer's desire to develop Site in an expeditious and economic manner) to have as many of the subcontractors, materialmen and/or their respective employees reside in or have businesses located in City of Taft. Developer shall maintain complete records of its efforts to comply with the provisions of this Section 302).

Prior to the commencement of construction of any buildings, structures or other work of improvements on the Site, Developer shall:

1. Secure or shall cause to be secured, any and all Entitlements and pay or cause to be paid any and all fees which may be required by City or any other governmental agency affected by such construction, development or work, or as otherwise agreed upon and set forth, in this document or any other support documents.

2. Submit a tentative parcel map, which shall merge all properties within Site or create new parcels, including the portions of Supply Row, as well as any public alleys being vacated by City, as may be needed.

3. At no cost to City and Agency, Developer shall provide to City and to any public utilities, a non-exclusive easement approved by City for the utilities, including but not limited to, potable water, sanitary sewer, storm sewer, electrical, gas, telephone and cable that are to be relocated from Site or the streets and alleys that are to be vacated by City, as may be needed.

4. Developer shall prepare conditions, covenants and restrictions (Conditions, Covenants and Restrictions) for Site as may be required, which are typical for this type of development and which shall be approved by City whose approval shall not unreasonably be withheld.

[' 303] Design Concept Drawings/Master Plan/Architectural Standards

Prior to the transfer of title of any parcel and within the time set forth in the Schedule of Performance, Developer shall prepare and submit to the City for City review, comment, and approval, Design Concept Drawings including, but not limited to, the layout of streets, above-ground utilities and other public improvements, and related documents containing the overall plan for development of the Site. Prior to City approval, City and Developer shall conduct not less than one owner advertised meeting for public input regarding the proposed Master Plan and Architectural Standards. After reviewing and commenting on said Design Concept Drawings, Master Plan, and Architectural Standards, and upon deeming said submittals to be acceptable, City shall approve said submittals, which shall guide the development of Site. City and the Developer, after approval by the City, shall initial and date each page of said plans, drawings and documents. Future phase development may be amended as deemed economically necessary. Approval of any future amendment will be made by the City and shall not be unreasonably withheld.

Developer shall submit said submittals by phase to City for approval under the normal review process. City's approval shall not be unreasonably withheld. City and the Developer, after approval by City, shall initial and date each page of those drawings and documents. Site shall be developed as established in the approved Design Concept Drawings and related documents, except for such changes which may be mutually agreed upon between City and Developer, which agreement by City shall not be unreasonably withheld. Any such changes shall be within the limitations established in

the Scope of Development. Developer, TCDA and City may initiate changes for approval by the other parties. The Design Concept Drawings shall include a site plan, parking lot design and lighting, street furniture (including, but not limited to trash receptacles, benches and ground lighting) elevations and a rendering showing the exterior design; architectural style and appearance of the development.

[ ' 304] Landscaping Plans

Landscaping plans shall be in conformance with all local and other applicable laws and shall also be in accordance to the requirements as set forth in the Scope of Development and presented by phase. Developer shall prepare and submit to City Community Development Director for its approval, landscaping plans for Site, which shall not unreasonably be withheld if said plans are in compliance with the terms of this Agreement. Developer shall submit said landscaping plans, and City Community Development Director shall review said landscaping plans within the times established therefor in the Schedule of Performance. City shall not unreasonably withhold the approvals of said landscaping plans.

[ ' 305] Construction Drawings and Related Documents

Developer shall prepare and submit construction drawings and related documents by phase for the development of Site to City Community Development Director for review and written approval as required by and at the times established in the Schedule of Performance. The construction drawings and related documents shall be submitted in the following stages:

- X Site plans
- X Demolition plans
- X Landscape plans
- X Grading plans
- X Foundation plans
- X Shell drawings
- X Site drawings
- X Building elevations
- X Floor plans

Any items so submitted and approved in writing by the City Community Development Director shall not be subject to subsequent disapproval by City except if said approvals were wrongfully given. City approval shall not be unreasonably withheld.

During the preparation of all drawings and plans, City Community Development Director and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and related documents by City. City Community Development Director and Developer shall communicate and consult informally as frequently as is necessary to insure that the formal submittal of any documents to City can receive prompt consideration.

[ ' 306 ] City Approval of Plans, Drawings and Related Documents

City Community Development Director shall have the right of architectural and planning review of all plans and submissions including any changes therein.

Provided that the submissions by Developer are made timely and are complete, City Community Development Director shall approve or disapprove the plans, drawings and related documents referred to in Sections 303, 304 and 305 of this Agreement within the times set forth in the Schedule of Performance. If the submissions conform with City requirements and to the Scope of Development, and/or the Design Concept Drawing, and/or the Design Plans, and are a logical development therefrom, City Community Development Director shall approve the submission. Any disapproval shall state in writing the reasons for disapproval. Developer, upon receipt of a disapproval based upon powers reserved by City hereunder, shall revise such portions and resubmit to City Community Development Director as soon as possible after receipt of the notice.

[ ' 307 ] Cost of Construction

The cost of developing Site and of constructing all improvements thereon and any remediation thereof shall be entirely borne by Developer, except for work or costs expressly set forth in this Agreement to be performed or paid for by City or otherwise agreed to be paid by the City.

[ ' 308 ] Schedule of Performance

After City Conveyance, Developer shall promptly begin and thereafter diligently prosecute to completion, the construction of the improvements for the development of Site. Developer shall begin and complete all construction and development of Site within the respective times specified therefore in the Schedule of Performance. The parties have reviewed the Schedule of Performance and specifically approve such Schedule, including without limitation each and every date certain set forth therein for performance, subject however, to the provisions of Exhibit 7. Performance timelines may be adjusted based upon economic conditions, according to the procedures set forth in this DDA.

[ ' 309] Bodily Injury and Property Damage Insurance

Developer shall defend, assume all responsibility for, indemnify and hold Agency and City, their officers, agents and employees, harmless from, all claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any of Developer's activities under this Agreement, whether such activities or performance thereof be by Developer or anyone directly or indirectly employed or contracted with by Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement (but such obligation shall not apply to the gross negligence or willful misconduct of Agency, City, their officers or employees). Developer shall take out and maintain a comprehensive liability policy in the amount of **One Million Dollars and no/100 (\$1,000,000.00)** combined single limit policy, including contractual liability, as shall protect Developer, City, and Agency from claims for such damages.

Developer shall furnish a certificate of insurance from a California admitted carrier, countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate shall name City and Agency and their respective officers, agents, and employees as additional insureds under the policy. The certificate by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Developer shall be primary insurance and not contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of City and Agency. The required certificate shall be furnished by Developer prior to the commencement of construction on Parcels.

Developer shall also furnish, or cause to be furnished to Agency and City, evidence satisfactory to Agency and City that any contractor with whom it has contracted for the performance of work on Parcels or otherwise pursuant to this Agreement carries workers' compensation insurance as required by City regulations and as otherwise required by law. Developer, contractors, subcontractors, and all parties working on Site shall be licensed and registered with City and shall provide City with proofs of insurance for liability, disability, and Workers Compensation and name City as additional insured.

The obligations set forth in this Section shall remain in effect only until a final Certificate of Completion has been furnished for the completion of Developer Improvements for a specific parcel within the Sunset Rails Redevelopment area, as provided for in this Agreement. The

Developer shall provide a one-year maintenance bond for all public improvements after the date of acceptance of said improvements.

[ 310] Destruction and Restoration

(a) Developer covenants and agrees that in case of damage to or destruction of the improvements as required to be constructed by Developer in the Scope of Development or any other improvements on Site occurring after City Conveyance by fire or otherwise, Developer shall restore, repair, replace and rebuild the same as nearly as possible to the condition that the same were in immediately prior to such damage or destruction with such changes or alterations as may be reasonably acceptable to City in accordance with Sections 303, 304, 305, and 306, or required by law, except as limited by the Zoning Ordinance or other City land use regulations. All work done in connection with this Section 310 shall be done in a good and workmanlike manner by reputable contractors and in compliance with all building and zoning laws of City and with all laws, ordinances, orders, rules, regulations and requirements of all Federal, State and Municipal governments and appropriate departments, commissions, boards and officers thereof.

The foregoing provisions of this Section 310 apply only to damage or destruction by fire, earthquake, casualty or other cause occurring after City Conveyance and prior to the Termination Date (as hereinafter defined).

[ 311] Anti-discrimination During Construction

Developer for itself and its successors and assigns agrees that in the construction of the improvements on Site provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of sex, marital status, race, color, religion, creed, national origin, ancestry, or handicap.

[ 312] Local, State, and Federal Laws

Developer shall carry out the construction of the improvements on Site in conformity with all applicable laws, including all applicable federal and state labor standards.

[ 313] Rights of Access

Representatives of Agency and City shall have the reasonable right of access to Site without charges or fees during normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements.

[ 314] Taxes, Assessments, Encumbrances and Liens

Developer shall pay when due all ad valorem taxes and assessments on Site levied subsequent to the Acquisition Conveyance, and other monetary encumbrances or liens on fee title

occurring after fee title ownership is transferred to the Developer, except as expressly allowed by this Agreement. Developer shall remove or have removed any levy or attachment made on Site or any part thereof, or assure the satisfaction thereof within a reasonable time but in any event prior to a sale there under and prior to the recordation of the Certificate of Completion.

[ 315] Transfer of Lands

The parties understand that any transfer of land will only take place after an application for a building permit has been issued by the City. It is also understood that Developer may be leasing portions of Site to other Tenants to operate their businesses or reside at Site and such leases shall not constitute a violation of this Agreement. A lease option to purchase shall also be considered as a valid instrument of property conveyance.

[ 316] Security Financing; Right of Holders

[ 317] No Encumbrances Except Mortgages, Deeds of Trust, Conveyances and Leases-Back or Other Conveyance for Financing for Development

Notwithstanding Section 315, mortgages, deeds of trust, conveyances and leaseback, or any other form of conveyance required for any reasonable method of financing are permitted before the recordation of the Certificate of Completion (referred to in Section 323 of this Agreement), but only for the purpose of securing expenditures necessary and appropriate to develop Parcels under this Agreement or refinancing such secured expenditures. Thereafter, Developer may obtain additional financing secured by Site. Developer shall notify City in advance of any mortgage, deed of trust, conveyances and leaseback, or other form of conveyance for financing if Developer proposes to enter into the same before the recordation of the Certificate of Completion. Developer shall not enter into any such conveyance for financing without the prior written approval of the City (unless approved by City), which approval City agrees to give if any such conveyance is given to a responsible financial or lending institution or other reasonably acceptable person or entity. Such lender shall be deemed approved unless rejected in writing by City within 30 days of such request for approval. Such lender approved by City or pursuant to this Section 317, shall not be bound by any amendment, implementation, agreement or modification to this Agreement subsequent to its approval without such lender giving its prior written consent. City's approval as required herein shall not be unreasonably withheld.

In any event, Developer shall promptly notify City of any mortgage, deed of trust, conveyance and leaseback or other financing conveyance, encumbrance or lien that has been created or attached thereto prior to completion of the construction of the improvements, whether by voluntary act of Developer, or otherwise.

The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate acquisition, construction, and land development.

Nothing in this Section shall be deemed to prohibit the encumbrance by Developer on any of its fixtures, equipment or personal property located on Parcels.

[ 318] Holder Not Obligated to Construct Improvements

The holder of any mortgage, deed of trust or other security interest shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Grant Deed(s) for Parcels be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit, or authorize any such holder to devote Parcels to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

[ 319] Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure

With respect to any mortgage or deed of trust granted by Developer as provided herein, whenever City shall deliver any notice or demand to Developer with respect to any breach or default by Developer in completion of construction of the improvements or other default hereunder prior to the issuance of the Certificate of Completion, City shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights of City are concerned) have the right, at its option, within ninety (90) days after the receipt of the notice to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed Developer's obligations to City by written agreement satisfactory to City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to City that it has the qualifications and financial responsibility necessary to perform such obligations. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 323 of this Agreement, to a Certificate of Completion (as therein defined).

[ 320] Failure of Holder to Complete Improvements

In any case where ninety (90) days after default by the Developer, in completion of construction of improvements under this Agreement the holder of any mortgage or deed of trust creating a lien or encumbrance upon Site or any part thereof has not exercised the option to construct, or if it has exercised the option and has not proceeded diligently with construction, City may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the

mortgage or deed of trust. City may draw on the final guarantee to purchase the mortgage or deed of trust and to extinguish any lien applied to Site. If the ownership of Site or any part thereof has vested in the holder, City, if it so desires, shall be entitled to a conveyance from the holder to City upon payment to the holder of an amount equal to the sum of the following:

- a. The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- b. All expenses with respect to foreclosure;
- c. The net expense, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of Parcels or part thereof;
- d. The costs of any improvements made by such holder; and
- e. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and borne interest at the interest rate accruing from time to time on the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by City.

[ 321] Right of City to Cure Mortgage, Deed of Trust, or Other Security Interest Default

In the event of any uncured default or breach by Developer with respect to a mortgage, deed of trust or other security interest encumbering Site (or any portion thereof) prior to the completion of development, and the holder has not exercised its option to complete the development, City may cure the default prior to completion of any foreclosure. In such event, City shall be entitled to reimbursement from Developer of all costs and expenses incurred by City in curing the default. City shall also be entitled to a lien upon Parcels within site (or any portion thereof) to the extent of such costs and disbursements. Any such equitable lien shall be subordinate and subject to mortgages, deeds of trust, or other security instruments executed for the sole purpose of obtaining funds to purchase and develop Parcels as authorized herein, or to refinance any such financing.

[ 322] Right of the City to Satisfy Other Liens on the Parcels After Title Passes

After the conveyance of title and prior to the completion of construction, and after Developer has had written notice and has failed after a reasonable time, but in any event not more than ninety (90) days, to challenge, cure, adequately bond against, or satisfy any liens or encumbrances on Parcels which are not otherwise permitted under this Agreement, City shall have the right, but not the obligation, to satisfy any such liens or encumbrances.

[ 323] Certificate of Completion

Promptly after completion of construction and development of the improvements to be completed by Developer upon Site (exclusive of tenant improvements), as generally and specifically

required by this Agreement and in particular the Scope of Development and final Plans and Specifications approved by City Community Development Director under this Agreement, the City shall furnish Developer with a Certificate of Completion upon written request therefore by Developer and inspection of said improvements by City. City shall not unreasonably withhold such Certificate of Completion if said improvements conform to Code requirements and to the approved plans. Such Certificate of Completion shall be determination of satisfactory completion of all of the construction required by this Agreement for Site and of substantial compliance with the terms hereof.

Such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Certificate of Completion is not notice of completion as referred to in Section 3093 of the California Civil Code.

[ ' 324] . INDEMNIFICATION

(1) Developer will hold the City, its officers employees, agents and personal representatives harmless from any and all actions, causes of action, claims, demands, damages, costs, attorneys' fees, loss of services, expenses and compensation, on account of, or in any way growing out of Developer's performance or non-performance of any section, covenant or term of this Agreement.

(2) City will hold Developer, its officers employees, agents and personal representatives, harmless from any and all actions, causes of action, claims, demands, damages, costs, attorneys fees, loss of services, expenses and compensation, on account of, or in any way growing out of Agency's performance or non-performance of any section, covenant or term of this Agreement.

IV. [ ' 400] USE OF PARCELS

[ ' 401] Uses

Developer covenants and agrees (for itself, its successors, its assigns, and every successor in interest to Parcels or any part thereof) that during construction and thereafter, Developer, such successors, and such assigns shall devote Site (or any part thereof) for a commercial retail, offices, institutional, Residential (except single-family detached dwellings), Light Industrial where Site is zoned for Industrial uses or so designated in an approved Planned Development, and Hotel, food service facilities, and all other lawful uses ancillary and reasonably associated therewith, as specified under the "Scope of Development", or if such use is no longer economically feasible Developer, its successor or assigns may thereafter use Site for any lawful purpose by an approved amendment to the Scope of Development by City.

[ ' 402] Maintenance of the Site

Developer shall maintain or establish a financing source to maintain the improvements on Site as it is transferred to the Developer, and shall keep these properties free from any accumulation of debris or waste materials. Maintaining the landscaping planted under the Scope of Development

in an alternative healthy and safe condition free of weeds, overgrowth or debris. This maintenance also includes landscaping and lighting in the public right-of-way.

[ ' 403] Obligation to Refrain from Discrimination

Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to Site or any part thereof, there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, religion, creed, national origin, ancestry or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of Parcels; nor shall Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub lessees, or employees.

[ ' 404] Form of Nondiscrimination and Non-segregation Clauses

Developer shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of Site (or any part thereof) on the basis of sex, marital status, race, color, religion, creed, ancestry, national origin or handicap of any person. All such deeds, leases, or contracts pertaining thereto shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin, ancestry or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

2. In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of sex, marital status, race, color, religion, creed, national origin, ancestry or handicap in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, or occupancy of tenants, lessees, sub-lessees, tenants, or vendees in the land herein leased."

3. In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of sex, marital status, race, color, religion, creed, national origin, ancestry or handicap in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or

through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or employees."

[ ' 405] Effect and Duration of Covenants, Conditions and Obligations Which Are for City's Benefit

The covenants established in this Agreement and the Grant Deed(s) shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and Agency, their successors and assigns, as to those covenants which are for its benefit. The covenants, contained in this Agreement shall remain in effect until one (1) year after the date the Certificate of Completion is issued by City (the Termination Date). The covenants against discrimination shall remain in perpetuity and the use covenant as set forth in Section 401 shall remain for twenty years from the date the certificate of completion is issued by City.

[406] Point of Sale

The City of Taft shall be considered the point of sale for the purposes of sales taxes for all sales originated or consummated on the site.

V. [ ' 500] DEFAULTS, REMEDIES AND TERMINATION

[ ' 501] Defaults - General

Subject to the extensions of time for force majeure set forth in Section 605, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence.

The injured party shall give written notice of default to the party in default, specifying the default complained by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

Notwithstanding any provision herein to the contrary, the rights and remedies of City or Agency hereunder shall be subject to the rights and remedies of Developer's lender to cure any default on the part of Developer, as well as the other rights of such lender hereunder, so long as those rights are in conformance with and meet the intent of this Agreement and those rights are exercised in a timely and diligent manner.

[ 502] Remedies and Rights of Termination Prior to City Conveyance

Should the Developer fail to satisfy the development time line objectives as set forth in Exhibit 7, the Developer shall be responsible for returning any City land, transferred to the Developer at the time of building permit issuance.

If found to be in default, the Developer will be responsible for paying any outstanding charges that may be applicable to the activity in default. The Developer must also return any "unfinished" individual project developments or parcels to the City.

The Developer will be responsible to provide the City with all support studies / documents (i.e., Engineering studies, Environmental studies, Architectural, Landscaping, etc.), at no cost to the City. Should the City be required to take legal action to satisfy provisions of remedy caused by Developer non performance, any costs incurred by the City, if determined that the Developer was in default, shall be paid by Developer.

[ 503] Non-Performance by City /Termination by Developer

In the event that:

1. City is unable to provide a "clean" title.
2. City is unable to transfer/convey title to any site parcel, in conformance with Development Schedule.
3. City allows "others" to develop property within the site, without prior approval by Developer, which Developer shall not withhold without cause.
4. City does not act in a timely manner causing Developer to be unable to meet lease and or sale contractual time lines with prospective users.

[ 504] Termination by City

In the event that:

1. Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights herein, or in Parcels in violation of this Agreement; or

2. There is any significant change, within the meaning of Section 108 and Section 504 of this Agreement, in the ownership or identity of Developer or the parties in control of Developer, or any assignee, as not permitted by the terms of this Agreement; or

3. Developer fails to provide satisfactory evidence that it has satisfied the Conditions Precedent to City Conveyance by January 1<sup>st</sup>, 2016; or

4. Developer does not submit construction drawings and related documents, as required by this Agreement, or does not submit evidence that it has the necessary financing, in satisfactory form in the manner provided in this Agreement by January 1<sup>st</sup>, 2016; or

5. Any default of, or in failure to perform provisions of Sections 1, 2, 3 or 4 of this Section 504 shall give Agency, as its sole option, the right to terminate this Agreement.

[ 505] Applicable Law

The laws of the State of California and United States of America shall govern the interpretation and enforcement of this Agreement.

[ 506] Acceptance of Service of Process

In the event that any legal action is commenced by Developer against Agency, service of process on Agency shall be made by personal service upon the Executive Director or Chairman of Agency, or in such other manner as may be provided by law.

In the event that any legal action is commenced by the Developer against City, service of process on City shall be made by personal service upon the City Clerk, or in such other manner as may be provided by law.

In the event that any legal action is commenced by Agency against the Developer, service of process on Developer shall be made by personal service upon Developer at Developer's principal office, or in such manner as may be provided by law, and shall be valid whether made within or without the State of California. Developer shall maintain a process agent within the State of California. Kern County courts shall serve as the venue for any trial.

In the event that any legal action is commenced by City against the Developer, service of process on Developer shall be made by personal service upon Developer at Developer's principal office, or in such manner as may be provided by law, and shall be valid whether made within or without the State of California. Developer shall maintain a process agent within the State of California. Kern County courts shall serve as the venue for any trial.

[ 507] Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this

Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

[ ' 508] Damages

Except as otherwise expressly provided for herein, if either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within sixty (60) days (and wherever this Agreement expressly provides for a 60-day cure period, such default is not commenced to be cured within ninety (90) days) after service of the notice of default and is not cured promptly within a reasonable time after the commencement, the defaulting party shall be liable to the other party for any and all damages caused by such default. Regional, State and/or National economic conditions may cause project implementation opportunities to be delayed. Any such delays shall not be cause for Damages. Developer shall notify the City of any such conditions within ninety (90) days of discovery.

[ ' 509] Specific Performance

Except as otherwise expressly provided for herein, if either party defaults under any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon such defaulting party. If the default is not commenced to be cured within sixty (60) days after service of the notice of default and is not cured promptly within a reasonable time after the commencement, the non-defaulting party, at its option, may institute an action for specific performance of the terms of this Agreement.

[ ' 510] Right of Reverter After Passage of Title and Prior to Completion of Development

City shall have the additional right at its option to reenter and take possession of Parcels with all improvements thereon and to terminate and revest in City the estate conveyed to Developer, if after conveyance of title pursuant to City Conveyance and prior to the initiation of construction, Developer or its successors in interest shall:

1. Fail to proceed with the construction of the improvements for the Site after City Conveyance as required by this Agreement for a period of ninety (90) days after written notice thereof from Agency, subject to force majeure delays; or is extended by mutual agreement by Developer and City;

2. Abandon or substantially suspend construction of the improvements for Site for a period of ninety (90) days after written notice of such abandonment or suspension from City, subject to force majeure delays;

The Grant Deed(s) shall contain appropriate reference and provision to give effect to City's and Developer's rights, as set forth in this Section, under specified circumstances prior to recordation of the Certificate of Completion to reenter and take possession of Site with all improvements thereon and to terminate and revert in City the estate conveyed to Developer. Concurrently with the recordation of the Certificate of Completion, City shall record a release land quitclaim of its right of reversion with respect to Parcels in a form reasonably satisfactory to Developer. Should City be found to be faulting party, all rights for property retention of land conveyed to Developer shall stand and shall be in the favor of the Developer.

Should land be re-vested to City of title to Parcels or any part thereof, as provided in this Section 511, City shall, pursuant to its responsibilities under state law, use reasonable efforts to resell Site or part thereof as soon and in such manner as City shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by City) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to City and in accordance with the uses specified for Site or part thereof in the Redevelopment Plan. Upon such resale of Parcels the proceeds thereof shall be applied:

1. First, to reimburse City for any and for all costs and expenses incurred by City including but not limited to salaries of personnel, in connection with the recapture, management, and resale of Parcels or part thereof (but less any income derived by City from Parcels or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to Site or part thereof (or, in the event Site is exempt from taxation or assessments or such charges during the period of ownership thereof by City, an amount, if paid, equal to such taxes, assessments, or charges [as determined in good faith by City] as would have been payable if Site were not so exempt) and payments made or necessary to be made to discharge any encumbrances or liens existing on Site or part thereof at the time of re-vesting of title thereto in City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Developer, its successors or transferees.

2. Second, to reimburse Developer, its successor or transferee, up to the amount equal to (a) the sum of the purchase price paid to City by Developer for Site (or allocable to the part thereof); (b) the costs incurred for the development of Parcels and for the improvements existing on Parcels at the time of the reentry and repossession, less (c) any gains or income withdrawn or made by Developer from Parcels or the improvements thereon.

3. Finally, any balance remaining after such reimbursements shall be forwarded to Developer.

The rights established in this Section 511 are to be interpreted in light of the fact that City will convey Parcels to Developer for development and not for speculation in undeveloped land.

VI. [ 600] GENERAL PROVISIONS

[ 601] Notices, Demands and Communications Between the Parties

Written notices, demands and communications between City and Developer shall be sufficiently given if delivered by hand (and a receipt therefore is obtained or is refused to be given) or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Developer. Such written notices, demands and communications may be sent in the same manner to such other addresses as such party may from time to time designate by mail as provided in this Section.

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the fifth day from the date it is postmarked if delivered by registered or certified mail.

Notices, including Notices to effect a change as to the persons hereinafter designated to receive Notice(s), or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be addressed as follows:

If to City:

CITY OF TAFT  
209 E. Kern St.  
Taft, California 93268  
Attention: City Manager  
661.763.1222  
[rgorson@cityoftaft.org](mailto:rgorson@cityoftaft.org)

with a copy to City Attorney:  
DAVID PRENTICE, City Attorney  
Cota Cole, LLP  
730 N. I Street, Suite 204  
Madera, California 93637  
559.675.9006  
[dprentice@cotalawfirm.com](mailto:dprentice@cotalawfirm.com)

with a copy to CITY CLERK:  
CITY OF TAFT  
209 E. Kern St.  
Taft, California 93268  
Attention: City Clerk  
661.763.1222  
[lhudgens@cityoftaft.org](mailto:lhudgens@cityoftaft.org)

If to TCDA:

TAFT COMMUNITY DEVELOPMENT AGENCY  
209 E. Kern St.  
Taft, California 93268  
Attention: Executive Director  
661.763.1222  
[rgorson@cityoftaft.org](mailto:rgorson@cityoftaft.org)

with a copy to Agency Attorney:  
DAVID R. McEWEN  
Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660  
949.725-4000  
[dmcewen@sycr.com](mailto:dmcewen@sycr.com)

with a copy to TCDA SECRETARY:  
CITY OF TAFT  
209 E. Kern St.  
Taft, California 93268  
Attention: TCDA Secretary  
661.763.1222  
[lhudgens@cityoftaft.org](mailto:lhudgens@cityoftaft.org)

If to Owner:

GEARY COATS  
Sunset Rails, LLC.  
PO Box 1356  
Carmel, California 93921  
831.238.7415  
[coatsconsulting@gmail.com](mailto:coatsconsulting@gmail.com)

[ ' 602] Conflict of Interests

No member, official or employee of City or Agency shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he, or she is, directly or indirectly, interested.

[ 603] Warranty Against Payment of Consideration for Agreement

Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

[ 604] Non-liability of City or Agency Officials and Employees

No member, official, employee, consultant or independent contractor of Agency or City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by Agency or City or for any amount which may become due to Developer or to its successor, or on any obligations under the terms of this Agreement.

[ 605] Enforced Delay: Extension of Time of Performance

In addition to specific provisions of this Agreement, and except as otherwise specifically provided for herein to the contrary, performance by either party hereunder, or pursuant to any schedules or Exhibits hereto, shall not be deemed to be in default where delays or defaults are due to war; insurrection ; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation challenging the validity of this transaction or any element thereof; unusually severe weather; acts or failure to act of City or any other public or governmental agency or entity (other than that acts or failure to act of Agency or City shall not excuse performance by City); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by City and Developer. Notwithstanding the foregoing, the Mayor of City may extend the time set forth in the Schedule of Performance up to an additional ninety (90) days two times only. Additional extensions are subject to the approval of City, which shall not be unreasonably withheld.

Except as otherwise provided, Developer is not entitled pursuant to this Section, to an extension of time to perform because of past, present, or future difficulty in obtaining suitable temporary or permanent financing for the development unless, local, state or national economic conditions make securing development funding economically unviable.

[ 606] Inspection of Books and Records

City has the right at all reasonable times to inspect the books and records of Developer pertaining to Parcels and Site as pertinent to the purposes of this Agreement. Prior to any such inspection, City will provide Developer with a written notice indicating what records that the City wants to inspect and the purpose for the inspection. Developer has the right at all reasonable times to

inspect the public records, as provided for by/under California law, of City pertaining to Parcels as pertinent to the purposes of the Agreement.

[ ' 607] Submission of Documents to City for Approval

Whenever this Agreement requires Developer to submit plans, drawings or other documents to the City for approval, which shall be deemed approved if not acted on by the City within the specified time, said plans, drawings or other documents shall be accompanied by a letter stating that they are being submitted and will be deemed approved unless rejected by the City within the stated time. If there is no time specified herein for such City action, a 90-day time period shall be applicable, and Developer may submit a letter requiring City approval or rejection of documents within ninety (90) days after submission to the City or such documents shall be deemed approved.

[ ' 608] Real Estate Commissions

Developer represents to City that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisition of Parcels, and that it is not aware of any broker which has an interest in Parcels. Developer agrees to hold harmless City from any damages arising from a breach of such representations.

[ ' 609] Successors in Interest

The terms, covenants, conditions and restrictions of this Agreement shall extend to and shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns each of City and Developer.

All of the terms, covenants, conditions and restrictions of this Agreement which do not terminate upon the issuance by City of the Certificate of Completion for the entire Parcels shall be deemed to be, and shall, constitute terms, covenants, conditions and restrictions running with the land unless otherwise specified.

[ ' 610] Amendments to Agreement

City and Developer agree to mutually consider reasonable requests for amendments to this Agreement which may be made by lending institutions, City's, Developer's or Developer's counsels, or financial consultants, provided said requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

[ ' 611] Invalidity of Terms

It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences,

clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional, invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining clauses, sentences, paragraphs and sections of this Agreement.

['612] Relationship of the Parties.

The terms and provisions of this Agreement shall not cause the parties hereto to be construed in any manner whatsoever as partners, joint venture partners or agents of each other in the performance of their respective duties and obligations under this Agreement, or subject either party to this Agreement to any obligations, loss charge or expense of the other party unless the party to be held responsible has independently contracted with the claimant so as to make it directly responsible for the performance and/or payment, as appropriate, of the pertinent obligation, loss, charge or expense.

['613] Text to Control; Interpretation.

The headings in this Agreement are included solely for convenience, and if there shall be any conflict between such headings and the text of this Agreement, the text shall control.

Should any provisions of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against the party thereto who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of both of the parties hereto have participated equally in the negotiation and preparation of this Agreement.

VII. [' 700] ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement shall be executed in five duplicate originals, each of which is deemed to be an original. This Agreement includes \_\_\_\_\_ pages and \_\_\_\_\_ exhibits, which constitute the entire understanding and agreement of the parties. (*attorney to add*)

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of Parcels.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City and Developer having authority to execute said Agreement, and all amendments hereto must be in writing and signed by the appropriate authorities of City and Developer having authority to execute said Agreement.

VIII. [ 800] TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement, when executed by the Developer and delivered to City, must be authorized, executed and delivered by City within forty-five (45) days after the date of signature by Developer or this Agreement may be terminated by Developer on written notice to City.

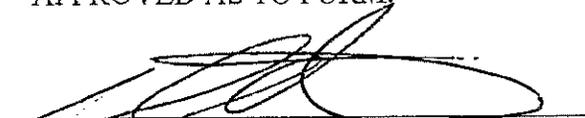
CITY OF TAFT

DATED: 4/5/11

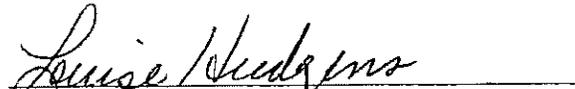
By: \_\_\_\_\_  
Mayor



APPROVED AS TO FORM:

  
\_\_\_\_\_  
DAVID PRENTICE, City Attorney

ATTEST:

  
\_\_\_\_\_  
Louise Hudgens, City Clerk

By: \_\_\_\_\_

SUNSET RAILS, LLC.

DATED: 4/5/11

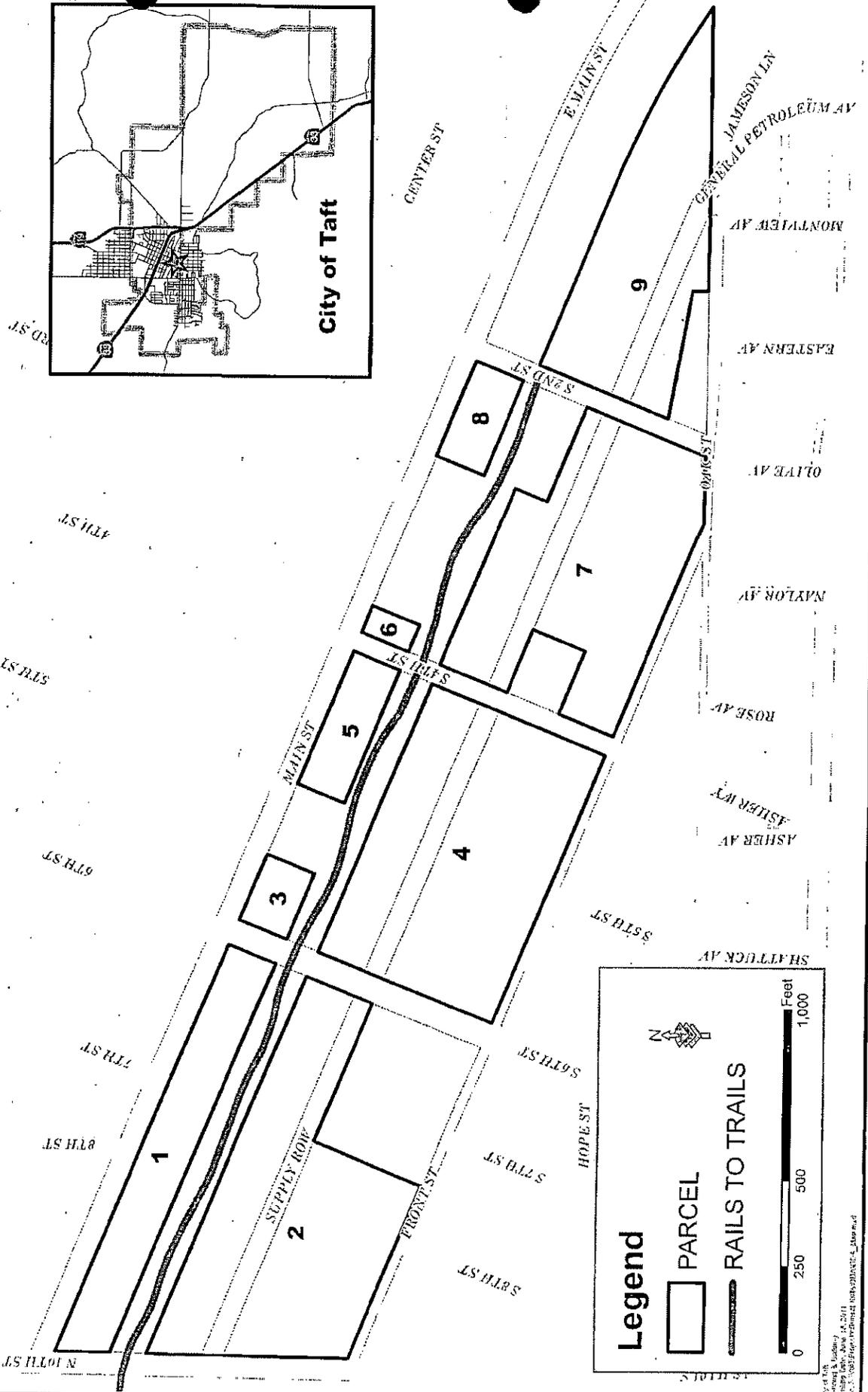
By: \_\_\_\_\_



GEARY COATS

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# SUNSET RAILS PROJECT DISPOSITION AND DEVELOPMENT AGREEMENT LEGAL DESCRIPTION MAP



Map of Taft, California, showing the location of the project area. Prepared by: [Name], Date: 1/14/2011. File: [Name].





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**EXHIBIT 2**

DISPOSITION AND DEVELOPMENT AGREEMENT  
LEGAL DESCRIPTION

PARCEL 1

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M., CITY OF TAFT, COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;

THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13;

THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°02'00" WEST, A DISTANCE OF 875.50 FEET;

THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST A DISTANCE OF 32.23 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF 10<sup>TH</sup> STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET AND THE TRUE POINT OF BEGINNING;

THENCE (1) SOUTH 68°36'30" EAST ON AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1295.68 FEET TO THE WEST RIGHT-OF-WAY LINE OF 6<sup>TH</sup> STREET;

THENCE (2) DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 21°23'30" WEST ON AND ALONG SAID WEST LINE, A DISTANCE OF 100.00 FEET;

THENCE (3) SOUTH 21°23'30" WEST ON AND ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 49.38 FEET MORE OR LESS TO THE NORTHERLY LINE OF AFORESAID PROPERTY DEEDED TO THE CITY OF TAFT IN OCTOBER 2001 IN DOCUMENT NO. 0201153452;

THENCE (4) NORTH 68°32'00" WEST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 24.28 FEET;

THENCE (5) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°38'46" WEST, A DISTANCE OF 96.42 FEET;

THENCE (6) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°33'04" WEST, A DISTANCE OF 111.81 FEET;

THENCE (7) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°28'36" WEST, A DISTANCE OF 101.70 FEET;

THENCE (8) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°45'59" WEST, A DISTANCE OF 107.43 FEET;

THENCE (9) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°42'07" WEST, A DISTANCE OF 95.82 FEET;

THENCE (10) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°36'48" WEST, A DISTANCE OF 109.78 FEET;

THENCE (11) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°42'39" WEST, A DISTANCE OF 96.24 FEET;

THENCE (12) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°29'40" WEST, A DISTANCE OF 96.83 FEET;

THENCE (13) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°22'42" WEST, A DISTANCE OF 104.06 FEET;

THENCE (14) CONTINUING ALONG SAID NORTHERLY LINE NORTH 69°05'02" WEST, A DISTANCE OF 107.38 FEET;

THENCE (15) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°31'25" WEST, A DISTANCE OF 103.46 FEET;

THENCE (16) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°31'25" WEST, A DISTANCE OF 81.74 FEET MORE OR LESS TO THE EAST LINE OF SAID 10<sup>TH</sup> STREET;

THENCE (17) CONTINUING ALONG SAID EAST LINE NORTH 00°02'00" WEST, A DISTANCE OF 53.40 FEET;

THENCE (18) NORTH 00°02'00" WEST ON AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 107.42 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4.35 ACRES

DISPOSITION AND DEVELOPMENT AGREEMENT  
LEGAL DESCRIPTION

PARCEL 2

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M., CITY OF TAFT, COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;

THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13;

THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°02'00" WEST, A DISTANCE OF 553.23 FEET;

THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST A DISTANCE OF 32.23 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 10<sup>TH</sup> STREET THE TRUE POINT OF BEGINNING;

THENCE (1) NORTH 00°02'00" WEST ON AND ALONG SAID EAST RIGHT-OF-WAY LINE OF 10<sup>TH</sup> STREET, A DISTANCE OF 53.96 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN OCTOBER 2001 IN DOCUMENT NO. 0201153452;

THENCE (2) SOUTH 68°31'25" EAST ON AND ALONG THE SOUTHERLY LINE OF SAID PROPERTY DEEDED TO THE CITY OF TAFT, A DISTANCE OF 42.33 FEET;

THENCE (3) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 69°31'25" EAST, A DISTANCE OF 103.94 FEET;

THENCE (4) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 69°05'02" EAST, A DISTANCE OF 107.26 FEET;

THENCE (5) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°22'42" EAST, A DISTANCE OF 103.54 FEET;

THENCE (6) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°29'40" EAST, A DISTANCE OF 97.12 FEET;

THENCE (7) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°42'39" EAST, A DISTANCE OF 96.34 FEET;

THENCE (8) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°36'48" EAST, A DISTANCE OF 109.78 FEET;

THENCE (9) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°42'07" EAST, A DISTANCE OF 95.96 FEET;

THENCE (10) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°45'59" EAST, A DISTANCE OF 107.23 FEET;

THENCE (11) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°28'36" EAST, A DISTANCE OF 101.52 FEET;

THENCE (12) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°33'04" EAST, A DISTANCE OF 111.95 FEET;

THENCE (13) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°38'46" EAST, A DISTANCE OF 96.40 FEET;

THENCE (14) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°32'00" EAST, A DISTANCE OF 24.31 FEET MORE OR LESS TO THE WEST RIGHT-OF-WAY LINE OF 6<sup>TH</sup> STREET;

THENCE (15) DEPARTING FROM SAID SOUTHERLY LINE SOUTH 21°23'30" WEST ON AND ALONG SAID WEST RIGHT-OF-WAY LINE OF 6<sup>TH</sup> STREET, A DISTANCE OF 50.62 FEET;

THENCE (16) SOUTH 21°23'30" WEST ON AND ALONG SAID WEST RIGHT-OF-WAY LINE OF 6<sup>TH</sup> STREET, A DISTANCE OF 100.00 FEET MORE OR LESS TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SUPPLY ROW;

THENCE (17) DEPARTING FROM SAID NORTHERLY LINE SOUTH 21°23'30" WEST ON AND ALONG SAID WESTERLY LINE, A DISTANCE OF 60.00 FEET MORE OR LESS TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SUPPLY ROW AND SAID WESTERLY LINE OF 6<sup>TH</sup> STREET;

THENCE (18) DEPARTING FROM SAID WEST RIGHT-OF-WAY LINE NORTH 68°36'30" WEST A DISTANCE OF 440.00 FEET;

THENCE (19) DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 21°23'30" WEST, A DISTANCE OF 340.00 FEET MORE OR LESS TO THE NORTHERLY RIGHT-OF-WAY LINE OF FRONT STREET;

THENCE (20) NORTH 68°36'30" WEST ON AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 541.76 FEET MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY LINE OF 10<sup>TH</sup> STREET;

THENCE (21) DEPARTING FROM SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°02'00" WEST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 10<sup>TH</sup> STREET, A DISTANCE OF 365.24 FEET

THENCE (22) NORTH 00°02'00" WEST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID 10TH STREET, A DISTANCE OF 64.45 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SUPPLY ROW AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID 10TH STREET;

THENCE (23) DEPARTING FROM NORTH RIGHT-OF-WAY LINE NORTH 00°02'00" WEST ON AND ALONG SAID EAST RIGHT-OF-WAY LINE OF 10<sup>TH</sup> STREET, A DISTANCE OF 107.42 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 10.32 ACRES

DISPOSITION AND DEVELOPMENT AGREEMENT  
LEGAL DESCRIPTION

PARCEL 3

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;

THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13;

THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1088.10 FEET;

THENCE DEPARTING FROM SAID CENTERLINE OF FRONT STREET NORTH 21°23'30" EAST, A DISTANCE OF 15.00 FEET MORE OR LESS TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID 6<sup>TH</sup> STREET;

THENCE NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 650.61 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN OCTOBER 2001 IN DOCUMENT NO. 0201153452 AND THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING ALONG SAID EASTERLY LINE NORTH 21°23'30" EAST A DISTANCE OF 49.39 FEET;

THENCE (2) CONTINUING ALONG SAID EASTERLY LINE NORTH 21°23'30" EAST A DISTANCE OF 100.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET;

THENCE (3) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST ON AND ALONG SAID SOUTHERLY LINE A DISTANCE OF 210.00 FEET;

THENCE (4) DEPARTING FROM SAID SOUTHERLY LINE SOUTH 21°23'30" WEST A DISTANCE OF 50.00 FEET;

THENCE (5) SOUTH 21°23'30" WEST A DISTANCE OF 99.52 FEET MORE OR LESS TO A POINT ON SAID NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN OCTOBER 2001 IN DOCUMENT NO. 0201153452;

THENCE (6) NORTH 68°35'50" WEST ON AND ALONG SAID NORTHERLY LINE A DISTANCE OF 9.02 FEET;

THENCE (7) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°17'11" WEST A DISTANCE OF 103.43 FEET;

THENCE (8) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°52'34" WEST A DISTANCE OF 97.55 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 31,385 SQ. FT.

DISPOSITION AND DEVELOPMENT AGREEMENT  
LEGAL DESCRIPTION

PARCEL 4

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;

THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13;

THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6<sup>TH</sup> STREET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 40.00 FEET;

THENCE DEPARTING FROM SAID CENTERLINE OF FRONT STREET NORTH 21°23'30" EAST, A DISTANCE OF 15.00 FEET MORE OR LESS TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID 6<sup>TH</sup> STREET AND THE TRUE POINT OF BEGINNING;

THENCE (1) NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 340.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SUPPLY ROW;

THENCE (2) CONTINUING NORTH 21°23'30" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID SUPPLY ROW;

THENCE (3) CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21°23'30" EAST A DISTANCE OF 100.00 FEET;

THENCE (4) CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21°23'30" EAST A DISTANCE OF 50.61 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN OCTOBER 2001 IN DOCUMENT NO. 0201153452;

THENCE (5) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 68°52'34" EAST ON AND ALONG SAID SOUTHERLY LINE A DISTANCE OF 97.50 FEET;

THENCE (6) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°17'11" EAST, A DISTANCE OF 103.19 FEET;

THENCE (7) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°35'50" EAST, A DISTANCE OF 101.38 FEET;

THENCE (8) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°45'20" EAST, A DISTANCE OF 103.52 FEET;

THENCE (9) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°43'59" EAST, A DISTANCE OF 102.69 FEET;

THENCE (10) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°38'55" EAST, A DISTANCE OF 104.56 FEET;

THENCE (11) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°29'57" EAST, A DISTANCE OF 107.63 FEET;

THENCE (12) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°38'33" EAST, A DISTANCE OF 96.08 FEET;

THENCE (13) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°34'50" EAST, A DISTANCE OF 43.46 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 4<sup>TH</sup> STREET;

THENCE (14) DEPARTING FROM SAID SOUTHERLY LINE SOUTH 21°23'30" WEST ON AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.86 FEET;

THENCE (15) SOUTH 21°23'30" WEST ON AND LONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SUPPLY ROW;

THENCE (16) DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 21°23'30" WEST, A DISTANCE OF 60.00 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF SUPPLY ROW;

THENCE (17) DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 21°23'30" WEST ON AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 340.00 FEET TO THE AFORESAID NORTHERLY

RIGHT-OF-WAY LINE OF FRONT STREET;

THENCE (18) DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE NORTH 68°36'30" WEST ON AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 860.00 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 10.87 ACRES

DISPOSITION AND DEVELOPMENT AGREEMENT  
LEGAL DESCRIPTION

PARCEL 5

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;

THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13;

THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6<sup>TH</sup> STREET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4<sup>TH</sup> STREET;

THENCE DEPARTING FROM SAID FRONT STREET NORTH 21°23'30" EAST ON AND ALONG SAID CENTERLINE OF 4<sup>TH</sup> STREET, A DISTANCE OF 665.90 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN OCTOBER 2001 IN DOCUMENT NO. 0201153452;

THENCE NORTH 68°42'07" WEST ON AND ALONG SAID NORTHERLY LINE A DISTANCE OF 23.94 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°34'50" WEST, A DISTANCE OF 6.06 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF AFORESAID 4<sup>TH</sup> STREET AND THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°34'50" WEST, A DISTANCE OF 43.48 FEET;

THENCE (2) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°38'33" WEST, A DISTANCE OF 96.00 FEET;

THENCE (3) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°29'57" WEST, A DISTANCE OF 107.63 FEET;

THENCE (4) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°38'55" WEST, A DISTANCE OF 104.76 FEET;

THENCE (5) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°43'59" WEST, A DISTANCE OF 73.13 FEET;

THENCE (6) DEPARTING FROM SAID NORTHERLY LINE NORTH 21°23'30" EAST, A DISTANCE OF 99.15 FEET;

THENCE (7) NORTH 21°23'30" EAST A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF MAIN STREET;

THENCE (8) SOUTH 68°36'30" EAST ON AND ALONG SAID SOUTH LINE A DISTANCE OF 425.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID 4<sup>TH</sup> STREET;

THENCE (9) DEPARTING FROM SAID SOUTH LINE SOUTH 21°23'30" WEST ON AND ALONG SAID WESTERLY LINE A DISTANCE OF 50.00 FEET;

THENCE (10) SOUTH 21°23'30" WEST A DISTANCE OF 99.14 FEET ON AND ALONG SAID WESTERLY LINE MORE OR LESS TO A POINT ON AFORESAID NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN OCTOBER 2001 IN DOCUMENT NO. 0201153452 AND THE TRUE POINT OF BEGINNING.

CONTAINING 1.45 ACRES

DISPOSITION AND DEVELOPMENT AGREEMENT  
LEGAL DESCRIPTION

PARCEL 6

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;

THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13;

THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6<sup>TH</sup> STREET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4<sup>TH</sup> STREET;

THENCE DEPARTING FROM SAID FRONT STREET NORTH 21°23'30" EAST ON AND ALONG SAID CENTERLINE OF 4<sup>TH</sup> STREET, A DISTANCE OF 665.90 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN OCTOBER 2001 IN DOCUMENT NO. 0201153452;

THENCE DEPARTING FROM SAID CENTERLINE SOUTH 68°42'07" EAST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 22.15 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°40'12" EAST A DISTANCE OF 7.85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID 4<sup>TH</sup> STREET AND THE TRUE POINT OF BEGINNING;

THENCE (1) DEPARTING FROM SAID NORTHERLY LINE NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 99.06 FEET;

THENCE (2) CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21°23'30" EAST ON A DISTANCE OF 50.00 FEET MORE OR LESS TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET;

THENCE (3) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST A DISTANCE OF 85.00 FEET;

THENCE (4) DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 21°23'30" WEST A DISTANCE OF 50.00 FEET;

THENCE (5) SOUTH 21°23'30" WEST A DISTANCE OF 98.97 FEET TO A POINT ON AFORESAID NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN OCTOBER 2001 IN DOCUMENT NO. 0201153452;

THENCE (6) NORTH 68°40'12" WEST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 85.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 12,666 SQ. FT.

DISPOSITION AND DEVELOPMENT AGREEMENT  
LEGAL DESCRIPTION

PARCEL 7

ALL THAT PORTION OF THE SOUTH ONE HALF OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;

THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13;

THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6<sup>TH</sup> STREET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 960.00 FEET;

THENCE DEPARTING FROM SAID CENTERLINE OF FRONT STREET NORTH 21°23'30" EAST, A DISTANCE OF 15.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF 4<sup>TH</sup> STREET AND THE TRUE POINT OF BEGINNING;

THENCE (1) NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 4141 STREET, A DISTANCE OF 175.00 FEET;

THENCE (2) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST, A DISTANCE OF 200.00 FEET;

THENCE (3) NORTH 21°23'30" EAST, A DISTANCE OF 165.00 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SUPPLY ROW;

THENCE (4) NORTH 68°36'30" WEST ON AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET;

THENCE (5) NORTH 21°23'30" EAST ON AND ALONG THE EXTENSION OF SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SUPPLY ROW;

THENCE (6) NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET;

THENCE (7) CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 21°23'30" EAST, A DISTANCE OF 100.94 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN OCTOBER 2001 IN DOCUMENT NO. 0201153452;

THENCE (8) SOUTH 68°40'12" EAST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 113.50 FEET;

THENCE (9) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°37'04" EAST, A DISTANCE OF 97.26 FEET;

THENCE (10) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°34'20" EAST, A DISTANCE OF 99.70 FEET;

THENCE (11) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°40'06" EAST, A DISTANCE OF 92.40 FEET;

THENCE (12) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°38'42" EAST, A DISTANCE OF 92.77 FEET;

THENCE (13) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°39'01" EAST, A DISTANCE OF 64.37 FEET;

THENCE (14) DEPARTING FROM SAID SOUTHERLY LINE SOUTH 21°23'30" WEST, A DISTANCE OF 101.22 FEET;

THENCE (15) SOUTH 68°38'30" EAST ON AND ALONG SAID SOUTHERLY LINE, A DISTANCE OF 222.93 FEET;

THENCE (16) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°38'30" EAST, A DISTANCE OF 77.07 FEET;

THENCE (17) DEPARTING FROM SAID SOUTHERLY LINE SOUTH 21°23'30" WEST, A DISTANCE OF 50.00 FEET;

THENCE (18) DEPARTING FROM SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 21°23'30" WEST ON AND

ALONG THE EXTENSION OF SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AFORESAID SUPPLY ROW;

THENCE (19) SOUTH 21°23'30" WEST ON AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 165.00 FEET;

THENCE (20) SOUTH 21°23'30" WEST ON AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 101.62 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF AFORESAID SOUTH ONE HALF OF SECTION 13;

THENCE (21) DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 89°36'50" WEST ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 197.79 FEET MORE OR LESS TO A POINT ON THE NORTHERLY LINE OF AFORESAID FRONT STREET;

THENCE (22) NORTH 68°36'30" WEST ON AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 676.33 FEET MORE OR LESS THE TRUE POINT OF BEGINNING.

CONTAINING 9.27 ACRES

DISPOSITION AND DEVELOPMENT AGREEMENT  
LEGAL DESCRIPTION

PARCEL 8

ALL THAT PORTION OF THE SOUTH ONE HALF OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;

THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13;

THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6<sup>TH</sup> STREET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4<sup>TH</sup> STREET;

THENCE DEPARTING FROM SAID FRONT STREET NORTH 21°23'30" EAST ON AND ALONG SAID CENTERLINE OF 4<sup>TH</sup> STREET, A DISTANCE OF 665.90 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN OCTOBER 2001 IN DOCUMENT NO. 0201153452;

THENCE DEPARTING FROM SAID CENTERLINE SOUTH 68°42'07" EAST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 22.15 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°40'12" EAST A DISTANCE OF 7.85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID 4<sup>TH</sup> STREET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°40'12" EAST, A DISTANCE OF 113.48 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°37'04" EAST, A DISTANCE OF 97.34 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°34'20" EAST, A DISTANCE OF 99.62;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°40'06" EAST A DISTANCE OF 92.36 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°38'42" EAST A DISTANCE OF 92.76 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°39'01" EAST A DISTANCE OF 64.20 FEET TO THE TRUE POINT OF BEGINNING;

THENCE (1) DEPARTING FROM SAID NORTHERLY LINE NORTH 21°23'30" EAST, A DISTANCE OF 98.78 FEET;

THENCE (2) CONTINUING NORTH 21°23'30" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET;

THENCE (3) SOUTH 68°36'30" EAST A DISTANCE OF 300.24 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2<sup>ND</sup> STREET;

THENCE (4) DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 21°23'30" WEST A DISTANCE OF 50.00 FEET ON AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE;

THENCE (5) SOUTH 21°23'30" WEST A DISTANCE OF 98.70 FEET ON AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE AFORESAID NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN OCTOBER 2001 IN DOCUMENT NO. 0201153452;

THENCE (6) DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE NORTH 68°45'39" WEST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 11.96 FEET;

THENCE (7) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°36'22" WEST A DISTANCE OF 70.84 FEET;

THENCE (8) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°39'52" WEST A DISTANCE OF 90.10 FEET;

THENCE (9) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°34'26" WEST A DISTANCE OF 95.66 FEET;

THENCE (10) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°39'01" WEST A DISTANCE OF 31.69

FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 29,652 SQ. FT.



DISPOSITION AND DEVELOPMENT AGREEMENT  
LEGAL DESCRIPTION

PARCEL 9

ALL THAT PORTION OF THE SOUTH ONE HALF OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;

THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13;

THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6<sup>TH</sup> STREET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4<sup>TH</sup> STREET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 668.78 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID SECTION 13;

THENCE DEPARTING FROM SAID CENTERLINE NORTH 89°36'50" EAST ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 302.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 2<sup>ND</sup> STREET;

THENCE DEPARTING FROM SAID SOUTH LINE OF SECTION 13, NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 118.39 FEET TO THE TRUE POINT OF BEGINNING.

THENCE (1) CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21°23'30" EAST, A DISTANCE OF 234.26 FEET;

THENCE (1) CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21°23'30" EAST, A DISTANCE OF 175.00 FEET;

THENCE (2) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY SOUTH 68°36'30" EAST, A DISTANCE OF 552.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2889.9 FEET;

THENCE (3) SOUTHEASTERLY ON AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°07'41" AN ARC DISTANCE OF 611.72 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF AFORESAID SOUTH ONE-HALF OF SECTION 13;

THENCE (4) SOUTH 89°36'50" WEST ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 340.09 FEET;

THENCE (4) SOUTH 89°36'50" WEST ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 489.86 FEET;

THENCE (5) NORTH 00°23'10" WEST, A DISTANCE OF 45.41 FEET;

THENCE (6) NORTH 80°36'33" WEST, A DISTANCE OF 380.00 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 6.86 ACRES



**RECORDING REQUESTED BY:**

Chicago Title Company

**Escrow No.:**

**Locate No.:** CACTI7715-7715-4541-0054110698

**Title No.:** 11-54110698-CW

**When Recorded Mail Document  
and Tax Statement To:**

City of Taft

APN: 032-110-various, 039-410-17, 220-040-50 and 51, 220-290-07, 08, 10

SPACE ABOVE THIS LINE FOR RECORDER'S  
USE

**GRANT DEED**

**The undersigned grantor(s) declare(s)**

**Documentary transfer tax is \$**

**City Tax \$**

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of **Taft,**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Taft Community Development Agency, a California Public Agency

**hereby GRANT(S) to** City of Taft, a Municipal Corporation

**the following described real property in the City of Taft,** County of **Kern,** State of **California:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: July 29, 2011

State of California

County of \_\_\_\_\_

Taft Community Development Agency, a  
California Public Agency

On \_\_\_\_\_ before me,  
\_\_\_\_\_, Notary Public  
(here insert name and title of the officer), personally appeared

\_\_\_\_\_  
Randy Miller

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**



Escrow No.:  
Locate No.: CACTI7715-7715-4541-0054110698  
Title No.: 11-54110698-CW

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KERN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:** APN 032-110-69

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M., CITY OF TAFT, COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;  
THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°02'00" WEST, A DISTANCE OF 875.50 FEET; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST A DISTANCE OF 32.23 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF 10TH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET AND THE TRUE POINT OF BEGINNING;

THENCE (1) SOUTH 68°36'30" EAST ON AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1295.68 FEET TO THE WEST RIGHT-OF-WAY LINE OF 6TH STREET;  
THENCE (2) DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 21°23'30" WEST ON AND ALONG SAID WEST LINE, A DISTANCE OF 100.00 FEET;  
THENCE (3) DEPARTING FROM SAID WEST RIGHT-OF-WAY LINE NORTH 68°36'30" WEST A DISTANCE OF 1256.44 FEET TO THE EAST RIGHT-OF-WAY LINE OF AFORESAID 10TH STREET;  
THENCE (4) NORTH 00°02'00" WEST ON AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 107.42 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 2:** APN 032-110-66

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M., CITY OF TAFT, COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;  
THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°02'00" WEST, A DISTANCE OF 553.23 FEET; THENCE DEPARTING FROM SAID WEST LINE SOUTH 68°36'30" EAST A DISTANCE OF 32.23 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 10TH STREET THE TRUE POINT OF BEGINNING;

THENCE (1) DEPARTING FROM SAID EAST RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST A DISTANCE OF 1177.96 FEET MORE OR LESS TO THE WEST RIGHT-OF-WAY LINE OF 6TH STREET;  
THENCE (2) SOUTH 21°23'30" WEST ON AND ALONG SAID WEST RIGHT-OF-WAY LINE OF 6TH STREET, A DISTANCE OF 100.00 FEET MORE OR LESS TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SUPPLY ROW;  
THENCE (3) DEPARTING FROM SAID WEST RIGHT-OF-WAY LINE NORTH 68°36'30" WEST A DISTANCE OF 1138.72 FEET MORE OR LESS TO THE EAST RIGHT-OF-WAY LINE OF SAID 10TH STREET;  
THENCE (4) DEPARTING FROM NORTH RIGHT-OF-WAY LINE NORTH 00°02'00" WEST ON AND ALONG SAID EAST RIGHT-OF-WAY LINE OF 10TH STREET, A DISTANCE OF 107.42 FEET MORE OR LESS TO THE TRUE POINT OF

BEGINNING.

**PARCEL 3:** APN 032-110-70

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M., CITY OF TAFT, COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;  
THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°02'00" WEST, A DISTANCE OF 445.81 FEET; THENCE DEPARTING FROM SAID WEST LINE SOUTH 68°36'30" EAST, A DISTANCE OF 32.23 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 10TH STREET AND THE NORTHERLY LINE OF SUPPLY ROW; THENCE CONTINUING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SUPPLY ROW SOUTH 68°36'30" EAST, A DISTANCE OF 1138.72 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 6TH STREET; THENCE DEPARTING FROM SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SUPPLY ROW AND THE EASTERLY RIGHT-OF-WAY LINE OF 6TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21°23'30" EAST A DISTANCE OF 100.00 FEET;

THENCE (2) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST A DISTANCE OF 132.84 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 13;

THENCE (3) SOUTH 00°06'31" EAST ON AND ALONG SAID EAST LINE, A DISTANCE OF 53.74 FEET;

THENCE (4) DEPARTING FROM SAID EAST LINE SOUTH 68°36'30" EAST, A DISTANCE OF 707.46 FEET TO THE WEST RIGHT-OF-WAY LINE OF 4TH STREET;

THENCE (5) SOUTH 21°23'30" WEST ON AND LONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SUPPLY ROW;

THENCE (6) DEPARTING FROM SAID WEST RIGHT-OF-WAY LINE NORTH 68°36'30" WEST ON AND ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 860.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 4:** APN 032-110-72

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;  
THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1088.10 FEET; THENCE DEPARTING FROM SAID CENTERLINE OF FRONT STREET NORTH 21°23'30" EAST, A DISTANCE OF 15.00 FEET MORE OR LESS TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID 6TH STREET; THENCE NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 700.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING ALONG SAID EASTERLY LINE NORTH 21°23'30" EAST A DISTANCE OF 100.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET;

THENCE (2) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST ON AND ALONG SAID SOUTHERLY LINE A DISTANCE OF 235.00 FEET;

THENCE (3) DEPARTING FROM SAID SOUTHERLY LINE SOUTH 21°23'30" WEST A DISTANCE OF 50.00 FEET;

THENCE (4) NORTH 68°36'30" WEST A DISTANCE OF 200.64 FEET MORE OR LESS TO THE A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 13;

THENCE (5) SOUTH 00°06'31" EAST ON AND ALONG SAID EAST LINE, A DISTANCE OF 53.74 FEET;

THENCE (6) DEPARTING FROM SAID EAST LINE NORTH 68°36'30" WEST A DISTANCE OF 54.06 FEET MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID 6TH STREET AND THE TRUE POINT OF BEGINNING.

**PARCEL 5:** APN 032-110-74

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;  
THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4TH STREET; THENCE DEPARTING FROM SAID FRONT STREET NORTH 21°23'30" EAST ON AND ALONG SAID CENTERLINE OF 4TH STREET, A DISTANCE OF 765.00 FEET TO A POINT; THENCE NORTH 68°36'30" WEST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE (1) NORTH 68°36'30" WEST, A DISTANCE OF 400.00 FEET;  
THENCE (2) NORTH 21°23'30" EAST A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF MAIN STREET;  
THENCE (3) SOUTH 68°36'30" EAST ON AND ALONG SAID SOUTH LINE A DISTANCE OF 400.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID 4TH STREET;  
THENCE (4) DEPARTING FROM SAID SOUTH LINE SOUTH 21°23'30" WEST ON AND ALONG SAID WESTERLY LINE A DISTANCE OF 50.00 FEET MORE OF LESS TO THE TRUE POINT OF BEGINNING.

**PARCEL 6:** APN 032-110-76

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;  
THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4TH STREET; THENCE DEPARTING FROM SAID FRONT STREET NORTH 21°23'30" EAST ON AND ALONG SAID CENTERLINE OF 4TH STREET, A DISTANCE OF 665.90 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452; THENCE DEPARTING FROM SAID CENTERLINE SOUTH 68°42'07" EAST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 22.15 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°40'12" EAST A DISTANCE OF 7.85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID 4TH STREET; THENCE DEPARTING FROM SAID NORTHERLY LINE NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 99.06 FEET AND THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21°23'30" EAST ON A DISTANCE OF 50.00 FEET MORE OR LESS TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET;  
THENCE (2) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST ON AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 85.00 FEET;  
THENCE (3) DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 21°23'30" WEST A DISTANCE OF 50.00 FEET;  
THENCE (4) NORTH 68°36'30" WEST A DISTANCE OF 85.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 7:** APN 032-110-78

ALL THAT PORTION OF THE SOUTH ONE HALF OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;  
THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4TH STREET; THENCE DEPARTING FROM SAID FRONT STREET NORTH 21°23'30" EAST ON AND ALONG SAID CENTERLINE OF 4TH STREET, A DISTANCE OF 665.90 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452; THENCE DEPARTING FROM SAID CENTERLINE SOUTH 68°42'07" EAST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 22.15 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°40'12" EAST A DISTANCE OF 7.85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID 4TH STREET; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°40'12" EAST, A DISTANCE OF 113.48 FEET; CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°37'04" EAST, A DISTANCE OF 97.34 FEET; CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°34'20" EAST, A DISTANCE OF 99.62; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°40'06" EAST A DISTANCE OF 92.36 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°38'42" EAST A DISTANCE OF 92.76 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°39'01" EAST A DISTANCE OF 64.20 FEET; THENCE DEPARTING FROM SAID NORTHERLY LINE NORTH 21°23'30" EAST, A DISTANCE OF 98.78 FEET TO THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING NORTH 21°23'30" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MAIN STREET;  
THENCE (2) SOUTH 68°36'30" EAST ON AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 300.24 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND STREET;  
THENCE (3) DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 21°23'30" WEST A DISTANCE OF 50.00 FEET ON AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE;  
THENCE (4) DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE NORTH 68°36'30" WEST A DISTANCE OF 300.24 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

**PARCEL 8:** APN 032-110-80

ALL THAT PORTION OF THE SOUTH ONE HALF OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;  
THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4TH STREET; THENCE DEPARTING FROM SAID FRONT STREET NORTH 21°23'30" EAST ON AND ALONG SAID CENTERLINE OF 4TH STREET, A DISTANCE OF 415.00 FEET; THENCE DEPARTING FROM SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID 4TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF SUPPLY ROW AND THE TRUE POINT OF BEGINNING.

THENCE (1) NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET;  
THENCE (2) SOUTH 68°36'30" EAST, A DISTANCE OF 560.00 FEET  
THENCE (3) SOUTH 21°23'30" WEST, A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID SUPPLY ROW;  
THENCE (4) NORTH 68°36'30" WEST ON AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 560.00 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

**PARCEL 9:** APN 032-110-30

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;  
THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°02'00" WEST, A DISTANCE OF 381.35 FEET MORE OR LESS TO THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SUPPLY ROW AND THE WEST LINE OF SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG SAID SOUTHERLY LINE EXTENSION, A DISTANCE OF 32.23 FEET THE EASTERLY RIGHT-OF-WAY LINE OF 10TH STREET AND THE TRUE POINT OF BEGINNING.

THENCE (1) SOUTH 68°36'30" EAST ON AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 675.17 FEET;  
THENCE (2) DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 21°23' 30" WEST, A DISTANCE OF 340.00 FEET MORE OR LESS TO THE NORTHERLY RIGHT-OF-WAY LINE OF FRONT STREET;  
THENCE (3) NORTH 68°36'30" WEST ON AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 541.76 FEET MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY LINE OF 10TH STREET;  
THENCE (4) DEPARTING FROM SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°02'00" WEST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 10TH STREET, A DISTANCE OF 365.24 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

**PARCEL 10:** APN 032-110-58

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;  
THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 40.00 FEET; THENCE DEPARTING FROM SAID CENTERLINE OF FRONT STREET NORTH 21°23'30" EAST, A DISTANCE OF 15.00 FEET MORE OR LESS TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID 6TH STREET AND THE TRUE POINT OF BEGINNING.

THENCE (1) NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 340.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SUPPLY ROW;  
THENCE (2) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST ON AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 860.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 4TH STREET;  
THENCE (3) DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 21°23'30" WEST ON AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 340.00 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF FRONT STREET;  
THENCE (4) DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE NORTH 68°36'30" WEST ON AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 860.00 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

**PARCEL 11:** APN 032-110-41

ALL THAT PORTION OF THE SOUTH ONE HALF OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;  
THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 960.00 FEET; THENCE DEPARTING FROM SAID CENTERLINE OF FRONT STREET NORTH 21°23'30" EAST, A DISTANCE OF 15.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF 4TH STREET AND THE TRUE POINT OF BEGINNING.

THENCE (1) NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 4TH STREET, A DISTANCE OF 175.00 FEET;  
THENCE (2) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST, A DISTANCE OF 200.00 FEET;  
THENCE (3) NORTH 21°23'30" EAST, A DISTANCE OF 165.00 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SUPPLY ROW;  
THENCE (4) SOUTH 68°36'30" EAST ON AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 355.00 FEET;  
THENCE (5) DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 21°23'30" WEST, A DISTANCE OF 165.00 FEET;  
THENCE (6) SOUTH 68°36'30" EAST, A DISTANCE OF 305.00 FEET MORE OR LESS TO THE WESTERLY RIGHT-OF-WAY LINE OF 2ND STREET;  
THENCE (7) SOUTH 21°23'30" WEST ON AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 101.62 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF AFORESAID SOUTH ONE HALF OF SECTION 13;  
THENCE (8) DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 89°36'50" WEST ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 197.79 FEET MORE OR LESS TO A POINT ON THE NORTHERLY LINE OF AFORESAID FRONT STREET;  
THENCE (9) NORTH 68°36'30" WEST ON AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 676.33 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED AS RESERVED BY UNION-PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION IN GRANT DEED RECORDED December 21, 2008 AS INSTRUMENT NO. 0208 200561, KERN COUNTY OFFICIAL RECORDS.

**PARCEL 12:** APN 032-110-43

ALL THAT PORTION OF THE SOUTH ONE HALF OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;  
THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 668.78 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID CENTERLINE NORTH 89°36'50" EAST ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 302.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 2ND STREET; THENCE DEPARTING FROM SAID SOUTH LINE OF SECTION 13, NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 118.39 FEET TO THE TRUE POINT OF BEGINNING.



THENCE (1) CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21°23'30" EAST, A DISTANCE OF 234.26 FEET;

THENCE (2) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY SOUTH 68°36'30" EAST, A DISTANCE OF 552.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2714.9 FEET;

THENCE (3) SOUTHEASTERLY ON AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°09'37" AN ARC DISTANCE OF 291.90 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF AFORESAID SOUTH ONE-HALF OF SECTION 13;

THENCE (4) SOUTH 89°36'50" WEST ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 489.86 FEET;

THENCE (5) NORTH 00°23'10" WEST, A DISTANCE OF 45.41 FEET;

THENCE (6) NORTH 80°36'33" WEST, A DISTANCE OF 380.00 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED AS RESERVED BY UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION IN GRANT DEED RECORDED December 21, 2008 AS INSTRUMENT NO. 0208 200561, KERN COUNTY OFFICIAL RECORDS.

**PARCEL 13:** APN 032-110-42

ALL THAT PORTION OF THE SOUTH ONE HALF OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13;

THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4TH STREET; THENCE DEPARTING FROM SAID FRONT STREET NORTH 21°23'30" EAST ON AND ALONG SAID CENTERLINE OF 4TH STREET, A DISTANCE OF 385.00 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF SUPPLY ROW; THENCE DEPARTING FROM SAID CENTERLINE OF 4TH STREET SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID SUPPLY ROW, A DISTANCE OF 585.00 FEET; THENCE SOUTH 21°23'30" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SUPPLY ROW AND THE TRUE POINT OF BEGINNING.

THENCE (1) SOUTH 68°36'30" EAST ON AND ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 305.00 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND STREET;

THENCE (2) SOUTH 21°23'30" WEST ON AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 165.00 FEET;

THENCE (3) DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE NORTH 68°36'30" WEST A DISTANCE OF 305.00 FEET;

THENCE (4) NORTH 21°23'30" EAST A DISTANCE OF 165.00 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED AS RESERVED BY UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION IN GRANT DEED RECORDED December 21, 2008 AS INSTRUMENT NO. 0208 200561, KERN COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM parcels 1 through 13 above, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limitation, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property or to interfere with the use of the Property by Grantee, its successors or assigns, as per Grant Deed recorded December 31, 2008, as Document No. 0208 200562, of Official Records.

**PARCEL 14:** APN 032-110-68

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M., CITY OF TAFT, COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°02'00" WEST, A DISTANCE OF 714.68 FEET; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST A DISTANCE OF 32.23 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 10TH STREET AND THE NORTHWEST CORNER OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452 AND THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING ALONG SAID EAST LINE NORTH 00°02'00" WEST, A DISTANCE OF 53.40 FEET;

THENCE (2) DEPARTING FROM SAID EAST LINE SOUTH 68°36'30" EAST A DISTANCE OF 1256.44 FEET TO THE WEST RIGHT-OF-WAY LINE OF 6TH STREET;

THENCE (3) SOUTH 21°23'30" WEST ON AND ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 49.38 FEET MORE OR LESS TO THE NORTHERLY LINE OF AFORESAID PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452;

THENCE (4) NORTH 68°32'00" WEST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 24.28 FEET;

THENCE (5) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°38'46" WEST, A DISTANCE OF 96.42 FEET;

THENCE (6) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°33'04" WEST, A DISTANCE OF 111.81 FEET;

THENCE (7) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°28'36" WEST, A DISTANCE OF 101.70 FEET;

THENCE (8) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°45'59" WEST, A DISTANCE OF 107.43 FEET;

THENCE (9) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°42'07" WEST, A DISTANCE OF 95.82 FEET;

THENCE (10) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°36'48" WEST, A DISTANCE OF 109.78 FEET;

THENCE (11) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°42'39" WEST, A DISTANCE OF 96.24 FEET;

THENCE (12) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°29'40" WEST, A DISTANCE OF 96.83 FEET;

THENCE (13) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°22'42" WEST, A DISTANCE OF 104.06 FEET;

THENCE (14) CONTINUING ALONG SAID NORTHERLY LINE NORTH 69°05'02" WEST, A DISTANCE OF 107.38 FEET;

THENCE (15) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°31'25" WEST, A DISTANCE OF 103.46 FEET;

THENCE (16) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°31'25" WEST, A DISTANCE OF 81.74 FEET MORE OR LESS TO THE EAST LINE OF SAID 10TH STREET AND THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO KNOWN AS PARCEL 2 OF THAT CERTAIN PARCEL MAP WAIVER NO. 08-01, A CERTIFICATE OF THE SAME HAVING RECORDED October 7, 2008, AS INSTRUMENT NO. 0208158808, RECORDS OF SAID COUNTY.

**PARCEL 15:** APN 032-110-67

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M., CITY OF TAFT, COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°02'00" WEST, A DISTANCE OF 553.23 FEET; THENCE DEPARTING FROM SAID WEST LINE SOUTH 68°36'30" EAST A DISTANCE OF 32.23 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 10 STREET AND THE TRUE POINT OF BEGINNING;

THENCE (1) NORTH 00°02'00" WEST ON AND ALONG SAID EAST RIGHT-OF-WAY LINE OF 10TH STREET, A DISTANCE OF 53.96 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452;

THENCE (2) SOUTH 68°31'25" EAST ON AND ALONG THE SOUTHERLY LINE OF SAID PROPERTY DEEDED TO THE CITY OF TAFT, A DISTANCE OF 42.33 FEET;

THENCE (3) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 69°31'25" EAST, A DISTANCE OF 103.94 FEET;

THENCE (4) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 69°05'02" EAST, A DISTANCE OF 107.26 FEET;

THENCE (5) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°22'42" EAST, A DISTANCE OF 103.54 FEET;

THENCE (6) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°29'40" EAST, A DISTANCE OF 97.12 FEET;

THENCE (7) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°42'39" EAST, A DISTANCE OF 96.34 FEET;

THENCE (8) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°36'48" EAST, A DISTANCE OF 109.78 FEET;

THENCE (9) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°42'07" EAST, A DISTANCE OF 95.96 FEET;

THENCE (10) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°45'59" EAST, A DISTANCE OF 107.23 FEET;

THENCE (11) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°28'36" EAST, A DISTANCE OF 101.52 FEET;

THENCE (12) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°33'04" EAST, A DISTANCE OF 111.95 FEET;

THENCE (13) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°38'46" EAST, A DISTANCE OF 96.40 FEET;

THENCE (14) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°32'00" EAST, A DISTANCE OF 24.31 FEET MORE OR LESS TO THE WEST RIGHT-OF-WAY LINE OF 6TH STREET;

THENCE (15) DEPARTING FROM SAID SOUTHERLY LINE SOUTH 21°23'30" WEST ON AND ALONG SAID WEST RIGHT-OF-WAY LINE OF 6TH STREET, A DISTANCE OF 50.62 FEET;

THENCE (16) NORTH 68°36'30" WEST A DISTANCE OF 1177.96 FEET MORE OR LESS TO THE EAST RIGHT-OF-WAY LINE OF SAID 10TH STREET AND THE TRUE POINT OF BEGINNING;

SAID LAND IS ALSO KNOWN AS PARCEL 3 OF THAT CERTAIN PARCEL MAP WAIVER NO. 08-01, A CERTIFICATE OF THE SAME HAVING RECORDED October 7, 2008, AS INSTRUMENT NO. 0208158808, RECORDS OF SAID COUNTY.

**PARCEL 16:** APN 032-110-71

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M., CITY OF TAFT, COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°02'00" WEST ON AND ALONG

THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°02'00" WEST, A DISTANCE OF 445.81 FEET; THENCE DEPARTING FROM SAID WEST LINE SOUTH 68°36'30" EAST, A DISTANCE OF 32.23 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 10TH STREET AND THE NORTHERLY LINE OF SUPPLY ROW; THENCE CONTINUING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SUPPLY ROW SOUTH 68°36'30" EAST, A DISTANCE OF 1138.72 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 6TH STREET; THENCE DEPARTING FROM SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SUPPLY ROW AND THE EASTERLY RIGHT-OF-WAY LINE OF 6TH STREET; THENCE NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21°23'30" EAST A DISTANCE OF 50.61 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452;

THENCE (2) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 68°52'34" EAST ON AND ALONG SAID SOUTHERLY LINE A DISTANCE OF 97.50 FEET;

THENCE (3) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°17'11" EAST, A DISTANCE OF 103.19 FEET;

THENCE (4) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°35'50" EAST, A DISTANCE OF 101.38 FEET;

THENCE (5) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°45'20" EAST, A DISTANCE OF 103.52 FEET;

THENCE (6) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°43'59" EAST, A DISTANCE OF 102.69 FEET;

THENCE (7) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°38'55" EAST, A DISTANCE OF 104.56 FEET;

THENCE (8) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°29'57" EAST, A DISTANCE OF 107.63 FEET;

THENCE (9) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°38'33" EAST, A DISTANCE OF 96.08 FEET;

THENCE (10) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°34'50" EAST, A DISTANCE OF 43.46 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 4TH STREET;

THENCE (11) DEPARTING FROM SAID SOUTHERLY LINE SOUTH 21°23'30" WEST ON AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.86 FEET;

THENCE (12) DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE NORTH 68°36'30" WEST A DISTANCE OF 707.46 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 13;

THENCE (13) NORTH 00°06'31" WEST ON AND ALONG SAID EAST LINE, A DISTANCE OF 53.74 FEET;

THENCE (14) DEPARTING FROM SAID EAST LINE NORTH 68°36'30" WEST, A DISTANCE OF 132.84 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING;

SAID LAND IS ALSO KNOWN AS PARCEL 6 OF THAT CERTAIN PARCEL MAP WAIVER NO. 08-01, A CERTIFICATE OF THE SAME HAVING RECORDED October 7, 2008, AS INSTRUMENT NO. 0208158808, RECORDS OF SAID COUNTY.

**PARCEL 17:** APN 032-110-73

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°02'00" WEST ON AND ALONG

THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1088.10 FEET; THENCE DEPARTING FROM SAID CENTERLINE OF FRONT STREET NORTH 21°23'30" EAST, A DISTANCE OF 15.00 FEET MORE OR LESS TO THE INTERSECTION OF

THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FRONT STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID 6TH STREET; THENCE NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 650.61 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452 AND THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING ALONG SAID EASTERLY LINE NORTH 21°23'30" EAST A DISTANCE OF 49.39 FEET;

THENCE (2) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST A DISTANCE OF 54.06 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 13;

THENCE (3) NORTH 00°06'31" WEST ON AND ALONG SAID EAST LINE, A DISTANCE OF 53.74 FEET;

THENCE (4) DEPARTING FROM SAID EAST LINE SOUTH 68°36'30" EAST A DISTANCE OF 200.64 FEET;

THENCE (5) SOUTH 21°23'30" WEST A DISTANCE OF 99.52 FEET MORE OR LESS TO A POINT ON SAID NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452;

THENCE (6) NORTH 68°35'50" WEST ON AND ALONG SAID NORTHERLY LINE A DISTANCE OF 34.02 FEET;

THENCE (7) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°17'11" WEST A DISTANCE OF 103.43 FEET;

THENCE (8) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°52'34" WEST A DISTANCE OF 97.55 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO KNOWN AS PARCEL 7 OF THAT CERTAIN PARCEL MAP WAIVER NO. 08-01, A CERTIFICATE OF THE SAME

HAVING RECORDED October 7, 2008, AS INSTRUMENT NO. 0208158808, RECORDS OF SAID COUNTY.

**PARCEL 18:** APN 032-110-75

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4TH STREET; THENCE DEPARTING FROM SAID FRONT STREET NORTH 21°23'30" EAST ON AND ALONG SAID CENTERLINE OF 4TH STREET, A DISTANCE OF 665.90 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452; THENCE NORTH 68°42'07" WEST ON AND ALONG SAID NORTHERLY LINE A DISTANCE OF 23.94 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°34'50" WEST, A DISTANCE OF 6.06 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF AFORESAID 4TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°34'50" WEST, A DISTANCE OF 43.48 FEET;

THENCE (2) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°38'33" WEST, A DISTANCE OF 96.00 FEET;

THENCE (3) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°29'57" WEST, A DISTANCE OF 107.63 FEET;  
THENCE (4) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°38'55" WEST, A DISTANCE OF 104.76 FEET;  
THENCE (5) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°43'59" WEST, A DISTANCE OF 48.13 FEET;  
THENCE (6) DEPARTING FROM SAID NORTHERLY LINE NORTH 21°23'30" EAST, A DISTANCE OF 99.15 FEET;  
THENCE (7) SOUTH 68°36'30" EAST A DISTANCE OF 400.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 4TH STREET;

THENCE (8) SOUTH 21°23'30" WEST A DISTANCE OF 99.14 FEET ON AND ALONG SAID WESTERLY LINE MORE OR LESS TO A POINT ON AFORESAID NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452 AND THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO KNOWN AS PARCEL 9 OF THAT CERTAIN PARCEL MAP WAIVER NO. 08-01, A CERTIFICATE OF THE SAME HAVING RECORDED October 7, 2008, AS INSTRUMENT NO. 0208158808, RECORDS OF SAID COUNTY.

**PARCEL 19:** APN 032-110-77

ALL THAT PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4TH STREET; THENCE DEPARTING FROM SAID FRONT STREET NORTH 21°23'30" EAST ON AND ALONG SAID CENTERLINE OF 4TH STREET, A DISTANCE OF 665.90 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452; THENCE DEPARTING FROM SAID CENTERLINE SOUTH 68°42'07" EAST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 22.15 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°40'12" EAST A DISTANCE OF 7.85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID 4TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE (1) DEPARTING FROM SAID NORTHERLY LINE NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 99.06 FEET;

THENCE (2) DEPARTING FROM SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 68°36'30" EAST A DISTANCE OF 85.00 FEET;

THENCE (3) SOUTH 21°23'30" WEST A DISTANCE OF 98.97 FEET TO A POINT ON AFORESAID NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452;

THENCE (4) NORTH 68°40'12" WEST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 85.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO KNOWN AS PARCEL 12 OF THAT CERTAIN PARCEL MAP WAIVER NO. 08-01, A CERTIFICATE OF THE SAME HAVING RECORDED October 7, 2008, AS INSTRUMENT NO. 0208158808, RECORDS OF SAID COUNTY.

**PARCEL 20:** APN 032-110-79

ALL THAT PORTION OF THE SOUTH ONE HALF OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4TH STREET; THENCE DEPARTING FROM SAID FRONT STREET NORTH 21°23'30" EAST ON AND ALONG SAID CENTERLINE OF 4TH STREET, A DISTANCE OF 665.90 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452; THENCE DEPARTING FROM SAID CENTERLINE SOUTH 68°42'07" EAST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 22.15 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°40'12" EAST A DISTANCE OF 7.85 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID 4TH STREET; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°40'12" EAST, A DISTANCE OF 113.48 FEET; CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°37'04" EAST, A DISTANCE OF 97.34 FEET; CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°34'20" EAST, A DISTANCE OF 99.62; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°40'06" EAST A DISTANCE OF 92.36 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°38'42" EAST A DISTANCE OF 92.76 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 68°39'01" EAST A DISTANCE OF 64.20 FEET TO THE TRUE POINT OF BEGINNING;

THENCE (1) DEPARTING FROM SAID NORTHERLY LINE NORTH 21°23'30" EAST, A DISTANCE OF 98.78 FEET;

THENCE (2) SOUTH 68°36'30" EAST A DISTANCE OF 300.24 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND STREET;

THENCE (3) SOUTH 21°23'30" WEST A DISTANCE OF 98.70 FEET ON AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE AFORESAID NORTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452;

THENCE (4) DEPARTING FROM SAID WESTERLY RIGHT-OF-WAY LINE NORTH 68°45'39" WEST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 11.96 FEET;

THENCE (5) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°36'22" WEST A DISTANCE OF 70.84 FEET;

THENCE (6) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°39'52" WEST A DISTANCE OF 90.10 FEET;

THENCE (7) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°34'26" WEST A DISTANCE OF 95.66 FEET;

THENCE (8) CONTINUING ALONG SAID NORTHERLY LINE NORTH 68°39'01" WEST A DISTANCE OF 31.69 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING

SAID LAND IS ALSO KNOWN AS PARCEL 14 OF THAT CERTAIN PARCEL MAP WAIVER NO. 08-01, A CERTIFICATE OF THE SAME HAVING RECORDED October 7, 2008, AS INSTRUMENT NO. 0208158808, RECORDS OF SAID COUNTY.

**PARCEL 21:** APN 032-110-81

ALL THAT PORTION OF THE SOUTH ONE HALF OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M. COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4TH STREET; THENCE DEPARTING FROM SAID FRONT STREET NORTH 21°23'30" EAST ON AND ALONG SAID CENTERLINE OF 4TH STREET,

A DISTANCE OF 415.00 FEET; THENCE DEPARTING FROM SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID 4TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF SUPPLY ROW; THENCE NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

THENCE (1) CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 21°23'30" EAST, A DISTANCE OF 100.94 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY DEEDED TO THE CITY OF TAFT IN October 2001 IN DOCUMENT NO. 0201153452;

THENCE (2) SOUTH 68°40'12" EAST ON AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 113.50 FEET;

THENCE (3) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°37'04" EAST, A DISTANCE OF 97.26 FEET;

THENCE (4) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°34'20" EAST, A DISTANCE OF 99.70 FEET;

THENCE (5) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°40'06" EAST, A DISTANCE OF 92.40 FEET;

THENCE (6) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°38'42" EAST, A DISTANCE OF 92.77 FEET;

THENCE (7) CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 68°39'01" EAST, A DISTANCE OF 64.37 FEET;

THENCE (8) DEPARTING FROM SAID SOUTHERLY LINE SOUTH 21°23'30" WEST, A DISTANCE OF 101.22 FEET;

THENCE (9) NORTH 68°36'30" WEST, A DISTANCE OF 560.00 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO KNOWN AS PARCEL 16 OF THAT CERTAIN PARCEL MAP WAIVER NO. 08-01, A CERTIFICATE OF THE SAME HAVING RECORDED October 7, 2008, AS INSTRUMENT NO. 0208158808, RECORDS OF SAID COUNTY.

**PARCEL 22:** APN 032-110-49

ALL THAT PORTION OF THE SOUTH ONE HALF OF SECTION 13, TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.M., COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 00°02'00" WEST ON AND ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 982.03 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF FRONT STREET AND THE WEST LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID WEST LINE, SOUTH 68°36'30" EAST ON AND ALONG THE CENTERLINE OF SAID FRONT STREET, A DISTANCE OF 1048.10 FEET TO THE INTERSECTION OF THE CENTERLINE OF 6TH STREET, THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 930.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF 4TH STREET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 68°36'30" EAST A DISTANCE OF 668.78 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID SECTION 13; THENCE DEPARTING FROM SAID CENTERLINE NORTH 89°38'50" EAST ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 302.83 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 2ND STREET; THENCE DEPARTING FROM SAID SOUTH LINE OF SECTION 13, NORTH 21°23'30" EAST ON AND ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 352.65 FEET TO TRUE POINT OF BEGINNING.

THENCE (1) CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 21°23'30" EAST, A DISTANCE OF 175.00 FEET;

THENCE (2) DEPARTING FROM SAID EASTERLY RIGHT OF WAY SOUTH 68°36'30" EAST A DISTANCE OF 552.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2889.9 FEET;

THENCE (3) SOUTHEASTERLY ON AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°07'41" AN ARC DISTANCE ON 811.72 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF AFORESAID SOUTH ONE-HALF OF SECTION 13;

THENCE (4) SOUTH 89°36'50" WEST ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 340.09 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2714.9 FEET;

THENCE (5) DEPARTING FROM SAID SOUTH LINE NORTHWESTERLY ON AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°09'37" AN ARC DISTANCE OF 291.90 FEET;

THENCE (6) NORTH 68°36'30" WEST, A DISTANCE OF 552.10 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE ABOVE PARCELS 14 THROUGH 22 INCLUSIVE, ALL OIL AND OTHER MATERIALS CONTAINED BENEATH THE SURFACE OF THE PREMISES HEREIN DESCRIBED, EXCEPTING ANY WATER NECESSARY FOR RAILROAD PURPOSES, TOGETHER WITH A RIGHT OF WAY FOR THE EXTRACTION OF OIL BELOW THE SURFACE THEREOF, PROVIDED, HOWEVER, THAT THE USE OF SAID RIGHT OF WAY SHALL IN NO WAY INTERFERE WITH THE SAFE USE OF SAID PREMISES BY THE SECOND PARTY, AS RESERVED IN THE DEED RECORDED April 27, 1912 IN BOOK 264 PAGE 437 OF DEEDS, RECORDS OF SAID COUNTY, AND

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED AS RESERVED BY UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION IN GRANT DEED RECORDED December 21, 2008 AS INSTRUMENT NO. 0208 200561, KERN COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE ABOVE PARCELS 14 THROUGH 22 INCLUSIVE, ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, INCLUDING, WITHOUT LIMITATION, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY OR TO INTERFERE WITH THE USE OF THE PROPERTY BY GRANTEE, ITS SUCCESSORS OR ASSIGNS, AS PER GRANT DEED RECORDED 12/31/2008 AS DOCUMENT NO. 0208 200562, OFFICIAL RECORDS.

Parcel 23: APN's 039-410-17, 220-040-50 and 220-040-51

A strip of land, 100 feet wide, being over a portion of Section 19, Township 32 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Plat thereof and that portion of Northeast quarter of Section 24, Township 32 South, Range 23 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, being 50 feet each side of the following described centerline:

Beginning on a point of the East line of the Southeast quarter of said Section 19 that lies South 00° 05' 04" East, a distance of 403.00 feet from the East quarter corner of said Section 19; thence North 83° 51' 41" West, a distance of 2982.77 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 1432.57 feet; thence along said curve through a central angle of 33° 40' 00", an arc distance of 841.77 feet; thence tangent to said curve North 50° 11' 41" West, a distance of 2029.83 feet to a point on the East line of said Northeast quarter of said Section 24; thence continuing North 50° 11' 41" West, a distance of 1358.97 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 2864.62 feet; thence along said curve through a central angle of 18° 29' 00", an arc distance of 924.11 feet to a point on the Northerly line of said Section 24. (Sidelines to be prolonged or shortened to terminate on the Section lines.)

Excepting therefrom all that portion lying within said Section 24.

Also excepting therefrom all oil, and other materials contained beneath the surface of the premises herein described, excepting any water necessary for railroad purposes, together with a right of way for the extraction of oil below the surface thereof, provided, however, that the use of said right of way shall in no way interfere with the ease and safe use of said premises by the second party, as reserved in the deed from Southern Pacific Railroad Company, a Corporation to Sunset Western Railway Corporation, a Corporation, recorded April 27, 1912 in Book 264 Page 437 of Deeds, Kern County Records.

**NOTE:** Section 24 was excepted from this report because this company was unable to determine how the vestee acquired title to that portion lying within said Section 24. This company requires that the vestee supply information on how title

was acquired.

EXCEPTING AND RESERVING UNTO Sunset Railway Company, a California Corporation, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns, by Quitclaim Deed recorded December 23, 2008, Document No. 0208197252 of Official Records.

Parcel 24: APN 220-290-07

That portion of the Designated Remainder Parcel of Parcel Map No. 9938, in the City of Taft, County of Kern, State of California, as per map recorded August 27, 1993 in Book 45, pages 132 and 133 of Parcel Maps, in the Office of the Recorder of said County, lying South of and adjacent to the Drainage Easement to the public in general as per Book 6894 of Official Records at page 2142, Kern County Official Records.

Parcel 25: APN 220-290-08

That portion of the Designated Remainder Parcel of Parcel Map No. 9938, in the City of Taft, County of Kern, State of California, as per map recorded August 27, 1993 in Book 45, pages 132 and 133 of Parcel Maps, in the Office of the Recorder of said County, East of a 60 foot wide Dedication for Road purposes in favor of the City of Taft, as per Book 6894 of Official Records at page 2140 and lying North of the South line of the Drainage Easement to the public in general as per Book 6894 of Official Records at page 2142, Kern County Official Records.

Parcel 26: APN 220-290-10

Beginning at the Northwest corner of Section 19, Township 32 South, Range 24 East, MDB&M, in the county of Kern, State of California, thence South  $01^{\circ}05'58''$  West 1221.35 feet along the West line of Section 19; thence South  $50^{\circ}11'56''$  East 260.69 feet; to the true point of beginning; thence continuing along South  $50^{\circ}11'56''$  East 880.07 feet; thence South  $00^{\circ}17'46''$  East 31.92 feet; thence North  $58^{\circ}14'25''$  West 372.83 feet to the beginning of a curve concave to the Northeast with a radial line bearing North  $31^{\circ}45'35''$  East and a radius of 960.00 feet; thence along the curve 544.21 feet through a central angle of  $32^{\circ}28'49''$  returning to the true point of beginning.

Said parcel is also known as Parcel H of that certain Parcel Map No. 9938, in the City of Taft, County of Kern, State of California, as per map recorded August 27, 1993 in Book 45, pages 132 and 133 of Parcel Maps, in the Office of the Recorder of said County.

032-110-30 032-110-41 032-110-42 032-110-43  
032-110-49 032-110-58 032-110-66 032-110-67  
032-110-68 032-110-69 032-110-70 032-110-71  
032-110-72 032-110-73 032-110-74 032-110-75  
032-110-76 032-110-77 032-110-78 032-110-79  
032-110-80 032-110-81

APN: 032-110-various, 039-410-17, 220-040-50 and 51, 220-290-07, 08, 10



CHAPTER 5 OF TITLE VI  
COMMERCIAL ZONE DISTRICTS

6.05.010	PURPOSE AND INTENT	5-1
6.5.020	COMMERCIAL DEVELOPMENT ZONE DISTRICTS	5-1
6.5.030	USE REGULATIONS	5-2
6.5.040	SITE DEVELOPMENT STANDARDS	5-7



**6.5.10 PURPOSE AND INTENT**

1. The General Plan outlines goals, objectives, and policies regarding the character and location of commercial uses and development within the City. It is the purpose of this Chapter to provide regulations which implement those goals, objectives and policies, and which assure the availability of commercial uses within the City. Commercially zoned districts should be conveniently located, efficient, attractive, and designed in a manner that ensures safe and convenient commercial activity, in order to serve the retail and service commercial needs of City residents and businesses.
2. It is the further intent of the regulations contained in this Chapter:
  - a. To provide appropriately located areas for retail stores, service establishments, and commercial commodities and services required by residents of the City and the surrounding market area;
  - b. To encourage the concentration of commercial and office uses for the convenience of the public, and to secure mutually beneficial relationships to one another;
  - c. To provide adequate space to meet the needs of commercial development, including off-street parking and loading areas;
  - d. To minimize traffic congestion and to avoid the overloading of utilities by regulating the construction of buildings of excessive size relative to the land uses in the City;
  - e. To protect commercial properties from noise, odor, smoke, unsightliness, and other objectionable influences incidental to industrial uses; and
  - f. To promote high standards of site planning, architecture and landscape design for commercial developments within the City.

**6.5.20 COMMERCIAL DEVELOPMENT ZONE DISTRICTS**

**1. Mixed Use (MU) Zone District**

The Mixed Use Zone district is intended to provide maximum flexibility by allowing combinations of commercial and multiple family residential uses on the same parcel of land. This Zone District is generally reserved for properties located in the City's downtown area.

**2. General Commercial (GC) Zone District**

The primary purpose of the General Commercial (GC) Zone District is to provide sites for commercial uses that will serve a large segment of the population with a wide variety of retail, wholesale, service, and office uses.

**3. Downtown Commercial (DC) Zone District**

The General Plan outlines the goals, objectives and policies establishing the character and location of the Downtown Commercial (DC) Zone District. It is the purpose of this

Chapter to provide regulations that will implement those goals, objectives and policies that assure the preservation of the character and vitality of the City.

The provisions of this Chapter are intended to ensure that the limited commercial and office related development permitted within the DC Zone District respects the historic significance of the downtown area by requiring that all proposed buildings and structures reflect the downtown's architectural theme and are compatible with the surrounding residential community.

6.5.30 **USE REGULATIONS**

Identified on Table 5 A of this Chapter are those land uses or activities that may be permitted in each commercial zone district, permitted subject to an approved conditional use permit, or prohibited. This table also indicates the development procedure and the approval type by which each listed land use or activity may be permitted in each commercial zone district.

**Table 5.A**

**Uses Permitted Within Commercial Zone Districts**

Legend

- P Permitted subject to Consistency Assessment
- C Permitted Subject to approval of a Conditional Use Permit application
- X Not permitted in this district

USE	MU	GC	DC
<b>A. Office and Related Uses</b>			
1. Administrative and executive offices	P	P	P
2. Artist and photographic studio, including sale of equipment or supplies	P	P	P
3. Clerical and professional offices	P	P	P
4. Financial Services and Institutions	P	P	P
5. Medical, dental and related health services including clinics laboratories and the sale of articles clearly incidental to services provided	P	P	P
<b>B. Commercial Uses</b>			
1. Adult Entertainment	X	X	X
2. Agricultural	X	C	C
3. Ambulance Service	P	C	X
4. Antique Shops	P	P	P
5. Apparel Stores (sales)	P	P	P
6. Art, galleries, music, dance studios, photo studios and supply stores	P	P	P
7. Appliance stores and repair	P	P	P

USE	MU	GC	DC
8. Arcades	C	C	C
9. Auto Supply Store	P	P	P
10. Automotive washing (self or full service)	X	P	X
11. Auction Houses	X	C	X
12. Automotive dealerships subject to Section 11.100 of this Title	C	P	X
13. Automotive rental agencies (excluding outdoor storage)	P	P	X
14. Automotive rental agencies (including outdoor storage)	C	C	X
15. Automotive-paint and body	X	C	X
16. Automotive and light truck sales/service	C	P	C
17. Automobile repair	C	C	C
18. Bail bond services	P	P	X
19. Bakeries (retail)	P	P	P
20. Barber and beauty shops	P	P	P
21. Bicycle shops (non-motorized)	P	P	P
22. Blueprint and photocopy services	P	P	P
23. Boat and RV (sales only)	C	P	X
24. Book, gifts, and stationery stores	P	P	P
25. Building materials sales/home improvement (indoors)	P	P	P
26. Building materials sales /outdoor storage (masonry, sand, gravel)	C	C	C
27. Camera shops	P	P	P
28. Candle shops	P	P	P
29. Candy stores and confectioneries	P	P	P
30. Catering establishments	P	P	P
31. Cemetery (Human)	X	X	X
32. Cleaning and pressing establishments	P	P	P
33. Clothing and Costume Rental	P	P	P
34. Cocktail lounge/bar, including upgrading an ABC license (Beer and Wine to a hard liquor license) Refer to Section 6.11.50 of this Title)	C	C	C
35. Communication and Telecommunication Facilities (radio and television)	C	C	C
36. Commercial recreational facilities (indoor)	P	P	C
37. Commercial recreational facilities (outdoor)	C	C	C
38. Convenience Store (including alcohol sales)	C	C	C
39. Convenience Store (no alcohol sales)	P	P	P
40. Dairy products stores	P	P	P
41. Department stores	P	P	P
42. Drapery and decorating shops	P	P	P

USE	MU	GC	DC
43. Dress making shops	P	P	P
44. Driving schools	P	P	P
45. Drugstore/Pharmacy	P	P	P
46. Electronic coin-operated games (commercial) less than 5 games	C	P	P
47. Electronic coin-operated games (commercially operated) 5 or more games (subject to Section 11.90 of this Title)	C	C	C
48. Drive-in/through businesses including theaters and restaurants	C	C	C
49. Feed and tack stores	P	P	P
50. Fireworks Stand, subject to the provisions of Section 11.160 of this Title	P	P	P
51. Floral shops	P	P	P
52. Food stores and supermarkets	P	P	P
53. Floor covering stores (may include incidental repair)	P	P	P
54. Furniture stores, repair and upholstery	P	P	P
55. General retail stores	P	P	P
56. Hardware stores (no outdoor storage)	P	P	P
57. Hardware stores (outdoor storage)	C	C	X
58. Home improvement (indoor)	P	P	X
59. Home improvement (outdoor)	C	C	X
60. Health clubs, dance studios, martial arts, weight training, and similar uses	P	P	P
61. Hobby shops	P	P	P
62. Hotels and motels	P	P	C
63. Insurance services	P	P	P
64. Internet café	P	P	P
65. Janitorial services and supplies	P	P	P
66. Jewelry stores	P	P	P
67. Kiosks (parking lot film processing and key shops)	P	P	P
68. Laundry pick-up and delivery agencies and self-service laundries (includes diaper service)	P	P	P
69. Liquor stores	C	C	C
70. Medical Marijuana Dispensaries (Ord. 731-07)	X	X	X
71. Mortgage services	P	P	P
72. Motorcycle shops (sales and service)	P	P	C
73. Locksmith shops	P	P	P
74. Massage Therapist (subject to provisions of Title IV, Chapter 4-20)	P	P	P

USE	MU	GC	DC
75. Meat markets	P	P	P
76. Mortuaries	C	C	C
77. Music stores	P	P	P
78. Newspaper and magazine stores	P	P	P
79. Mini-storage (for public use)	C	P	X
80. Miniature golf courses	C	P	X
81. Nurseries and garden supply stores (provided all equipment and supplies are kept within a building or fenced enclosed area)	P	P	P
82. Office and business machines stores (sales, service, and repair)	P	P	P
83. Paint and wall covering stores	P	P	P
84. Parking facilities (off site)	C	P	C
85. Pet shops	P	P	P
86. Political or philanthropic headquarters	P	P	P
87. Pottery sales	P	P	P
88. Printing and copy shops (other than newspaper)	P	P	P
89. Recycling collection facilities including reverse vending machines and small collection facilities	P	P	P
90. Plumbing shops and supplies	P	P	P
91. Real estate services	P	P	P
92. Restaurants other than fast foods (refer to Section 11.50 of this Title):			
a. With entertainment and/or serving alcoholic beverages, including upgrading an existing ABC license (e.g. Beer and Wine to a hard liquor license)	C	C	C
b. Without entertainment and/or serving alcoholic beverages	P	P	P
93. Shopping centers	X	P	X
94. Shoe stores (repairs)	P	P	P
95. Second-hand stores/pawn shops	P	P	P
96. Service Station (automotive, without convenience sales) subject to Section 11.220 of this Title	P	P	P
97. Service stations (automotive, w/ convenience store, w/ or w/o alcoholic beverage sales)	C	C	C
98. Sporting good stores	P	P	P
99. Stamp and coin shops	P	P	P
100. Stationary stores	P	P	P
101. Statue shops	P	P	P
102. Sign painting shops within a completely enclosed building	P	P	P
103. Surveying services	P	P	P
104. Swimming pool and spa (sales, service, and supply)	P	P	P
105. Telegraph offices	P	P	P



USE	MU	GC	DC
106. Tailor shops	P	P	P
107. Tattoo Parlor	C	C	C
108. Taxidermists (no processing)	P	P	P
109. Television (radio sales and repair)	P	P	P
110. Theaters, including both motion picture and live performing arts	C	C	C
111. Tire sales and service	C	C	X
112. Toy stores	P	P	P
113. Travel agencies	P	P	P
114. Truck storage yard adjacent to industrial zone district (Ord. 773-09)	X	C	X
115. Upholstering shops (indoor only)	P	P	P
116. Variety stores	P	P	P
117. Veterinary offices and animal hospitals including exterior kennels, pens or runs	X	C	X
<b>C. Public and Quasi-Public Uses</b>			
1. Auditoriums	C	C	C
2. Convalescent homes, hospitals	C	C	C
3. Convention hall, trade show, exhibit building with incidental food service	C	C	X
4. Churches, synagogues, mosques, temples	C	C	C
5. Clubs, lodges fraternities and sororities	C	C	C
6. Communication and telecommunication facilities (not including radio and television)	C	C	C
7. Dances, per Chapter 6, Title IV of the Municipal Code	C	P	C
8. Day nurseries, nursery schools, and child care facilities per state law	C	C	C
9. Educational institutions (including public or private vocational schools)	C	C	C
10. Fire and police stations	P	P	P
11. Public administration buildings and civic centers	P	P	P
12. Public libraries and museums	P	P	P
13. Public parks and recreation facilities (public or private)	P	P	P
14. Public utilities and public service sub-stations, reservoirs, pumping plants and similar installations not including public utility offices, unless project otherwise entails a public hearing; then Permitted	C	C	C
15. Residential care facility (per State law)	C	C	C
16. Post offices	P	P	P
17. Public utility services offices	P	P	P
18. Transportation Facilities	C	C	C

USE	MU	GC	DC
<b>D. Residential Uses</b>			
1. Single family residential dwellings	X	X	X
2. Residence in conjunction with a business	C	C	C
3. Multi-Family residential dwellings	C	C	C
<b>E. Manufacturing Uses</b>			
1. Oil & Gas exploration and production; subject to the provisions of Chapter 6.9 of this Title	C	C	C
<b>F. Accessory Uses</b>			
1. Accessory uses and structures located on the same site as a permitted use	P	P	P
2. Accessory uses and structures located on the same site as a use permitted subject to a Conditional Use Permit	C	C	C
<b>G. Temporary Uses</b>			
1. Temporary uses as prescribed in Chapter 2, Permits and Approval, Section 2.90 of this Title, are permitted subject to issuance of a Temporary Use Permit.			
<b>H. Other uses similar to, and no more objectionable than the uses identified above, shall be reviewed per the process required by the similar use, as determined by the City Council.</b>			

**6.5.40 SITE DEVELOPMENT STANDARDS**

1. General Requirements

Table 6.B of this Chapter describes the minimum site development standards applicable to proposed and existing development in all commercial zone districts. All commercial development shall conform to the standards established in this Section.

- a. A development or commercial center may, for purposes of meeting the minimum site size standards, consist of a combination of parcels whose total net acreage meets the minimum site size criteria, provided that the design for the entire site is integrated and unified.
- b. In addition to the minimum standards established in Table 6.B, developments within the commercial zone districts shall also comply with the special requirements contained in Section 6.5.40.2 of this Chapter, Chapter 6.13 (Performance Standards) of this Title, other City regulations and ordinances, and the City's General Plan

**Table 5.B  
Commercial Site Development Minimum Standards**

REQUIREMENT	MU	GC	DC
1. Minimum site area (square feet, net)	6,500	6,500	5,000
2. Minimum site width, in feet	65	65	50
3. Minimum site depth, in feet	100	100	100
4. Front building setback, in feet	0	0	0
5. Side street building setback area, street sides, in feet	0	0	0
6. Rear setback	0	0	0
7. Maximum Floor Area Ratio	0.50	0.50	0.85
8. Building height, in feet, maximum (may be exceeded With an approved conditional use permit).	45	45	35

2. Special Requirements:

- a. All uses in the commercial districts shall comply with the provisions of Section 6.10.290 (Screening Requirements) of this Title and shall provide street side landscaping as required by the Planning Director
- b. Where off-street parking areas in the General Commercial Zone Districts are situated in a visual corridor, as may be defined in a precise plan adopted by the City Council, screening, such as a landscaped earthen berm or decorative wall no less than two (2) feet in height, shall be erected between the street right-of-way and the parking area.
- c. In all commercial zone districts, no external security bars shall be permitted on structures.
- d. Parking for each use shall comply with the provisions of Chapter 6.13 of this Title.

3. Exceptions

- a. The creation of new lots within the commercial zone districts shall conform to the minimum allowable dimensions, except in the case of commercial condominium lots or lots within a shopping center, in which case no minimums are established, provided the commercial development is consistent with other requirements of this Title and applicable City standards, regulations, and ordinances:
- b. Parcels created within shopping centers are exempt from the site development standards stated herein, as they relate to minimum site areas, and minimum lot

width and depth, as long as a conceptual development plan for the entire center has been approved and if appropriate easements for reciprocal access parking and maintenance are provided.

- c. When abutting a residentially zoned district, the front, side, and rear yard setbacks of that residentially zoned district shall apply to the commercial development abutting that residentially zoned district.
- d. In the MU zone district, the lot size may be reduced to the same size as the DC zone district (6,500 square feet) provided that no multiple family units are proposed for the project site.



**ORDINANCE NO. 782-10**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TAFT  
APPROVING ZONE CHANGE NO. 10-01 BY AMENDING TITLE VI  
OF THE TAFT MUNICIPAL CODE INCORPORATED HEREIN BY  
REFERENCE AND APPROVING A SUMMARY THEREOF**

**WHEREAS**, the Planning Commission did, at its regularly scheduled meeting on March 9, 2010, study and consider Zone Change No. 10-01; a textual revision to Title VI (Zoning Ordinance) of the Taft Municipal Code and did recommend approval of said zone change by the City Council; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enact this amendment to the City Zoning Ordinance to enhance the quality of life and to protect the health, safety and welfare of its citizens; and

**WHEREAS**, the City Council has determined that the laws and regulations relating to the preparation and adoption of environmental documents, as set forth in the State Guidelines Implementing the California Environmental Quality Act, have been adhered to; and

**WHEREAS**, a timely and properly noticed public hearing upon Zone Change No. 10-01 was held by the City Council of the City of Taft on March 16, 2010, at which hearing evidence, oral and documentary was admitted on behalf of said zone change.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council of the City of Taft, in a regular session assembled on the 16<sup>th</sup> day of March, 2010, resolved to approve this ordinance as follows:

**SECTION 1:** This ordinance is comprised of amendments to 13 Sections, 19 Subsections, and 7 Tables, including attached Exhibits "A," "B," and "C," all of which are incorporated herein by reference and which is on file in the Office of the City Clerk and the Office of the Planning Department of the City of Taft.

**SECTION 2:** Section 6.1.50 (General Penalty) Except as otherwise specifically provided in this Title, any person violating any provisions or failing to comply with any of the mandated requirements of this Title (Zoning Ordinance) of the Municipal Code is guilty of an infraction. The general penalty for an infraction shall be subject to the provisions of Title 1, Chapter 1, Sections 1-1-11, 1-1-12, and 1-1-13 of the Taft Municipal Code.

**SECTION 3:** Section 6.1.90 (Definitions)  
Subsection: Access Road: A graded road with such improvements and such width as required in the City's Subdivision Ordinance and the Subdivision & Engineering Design Manual which provides access from a division of land to an existing maintained road or highway.

Subsection: Automotive and Light Truck Repair (Major): Activities typically including, but not necessarily limited to automotive and light truck repair, heavy automobile and truck repair, such as transmission and engine repair and the installation of major accessories.

Subsection: Height: A vertical dimension measured from existing grade unless otherwise specified by this Title, Title 10 (Subdivision Ordinance), the Subdivision & Engineering Design Manual, and the City's adopted California Building Code.

Subsection: Massage, Therapeutic (omit)

Subsection: Object: (omit)

**SECTION 4:** Table 2-A (Zone Districts with General Plan Land Use Designations). Add Mixed Use (MU) Zone District and additional General Plan Designations proposed for the General Plan Update (please refer to attached Exhibits "A" and "B" of this Resolution).

**SECTION 5:** Section 6.2.80.3. (Planning Commission Review): The Planning Commission shall review and approve or deny an application for design review for projects that otherwise require approval by the Planning Commission.

**SECTION 6:** Section 6.2.80.3.b. (Omit)

**SECTION 7:** Section 6.2.89.6. (Residential Subdivision Land Use Design Criteria): It is the intent of the General Plan and the provisions of this Chapter to encourage a variety of residential development types that are innovative in design and compatible with surrounding neighborhoods while being conducive to creating a balanced housing market in the City. The following represents components of design requirements for all residential subdivisions, unless otherwise exempted in this Chapter.

**SECTION 8:** Section 6.2.130.3.d. Any other information or forms required for implementation of the California Environmental Quality Act pursuant to State Guidelines in accordance with Section 6.2.140.9 of this Chapter.

**SECTION 9:** Tables 3A.D, 4A.G, and 6A.G: Other uses similar to and no more objectionable than the uses identified above may be permitted subject to approval by the Planning Commission.

**SECTION 10:** Tables 5.A H, and 7.A L: Other uses similar to and no more objectionable than the uses identified above may be permitted subject to approval by the Planning Commission.

**SECTION 11:** Section 6.3.403.d: Drainage sump provided that mineral rights owners have been given written consent.

**SECTION 12:** Chapter 5 (Commercial Zone Districts) the Mixed Use (MU) Zone District has been added to Table 5.A (Uses Permitted within Commercial Zone Districts and Table 5.B. (Commercial Site Development Minimum Standards). Please refer to attached Exhibit "C" of this Resolution.

**SECTION 13: Section 6.11.30 (Keeping of Animals):**

Subsection 4.a.1): Not more than four (4) dogs may be kept, maintained, or harbored at any residence within the City.

Subsection 4.a.2): (omit)

Subsection 4.a.3): The keeping of up to four (4) domestic, adult household pets, other than dogs including domestic birds, rabbits, hamsters, rats, mice, etc. shall be permitted in any combination of species for each ten thousand (10,000) square feet of net lot area provided the total number of adult household pets kept does not exceed twenty (20) animals.

Subsection 4.c.1)b): Two (2) adult goats, sheep or other small sized cleft hoof animals may be kept for each additional twenty thousand (20,000) square feet of net lot area, up to a maximum of six (6) adult animals total, in any combination of species.

Subsection 4.c.2.b): One (1) bovine may be kept for each twenty thousand (20,000) square feet of net lot area up to a maximum of four (4) bovine.

Subsection 4.c.3.a): On parcels less than ten thousand (10,000) square feet net lot area, a maximum of four (4) adult animals, in any combination of species may be kept.

Subsection 4.c.3.b): On parcels ten thousand (10,000) square feet net lot area or larger, a maximum of four (4) such adult animals per each additional ten thousand (10,000) square feet of net lot area, in any combination of species, may be kept provided the total number kept does not exceed twenty (20) animals.

Subsection 4.e. (Conditionally Permitted Uses): The following shall be permitted subject to securing an approved condition use permit in the Agricultural Zone District in accordance with Section 6.2.50 of this title.

Subsection 4.e.5): Non-commercial aviaries (not including chickens) provided that the number of birds shall not exceed seventeen (17) birds for each forty thousand (40,000) square feet of net lot area.

**SECTION 14: Section 6.15.20.8.a.2**): A sign or sign structure which, for a period of thirty (30) days or more, does not advertise or identify an ongoing business, business product, or service available on or off the premises where the sign or sign structure is located, shall be deemed abandoned.

**SECTION 15**: In addition to the substantive changes in the Zoning Ordinance which are included in Sections 1 thru 14 of this Ordinance, Ordinance No. 768-08 authorized planning staff to make changes to the numbering (reference) system to sections of the Zoning Ordinance as well as grammatical changes. These changes have been completed.

**SECTION 16:** Upon approval of Zone Change No. 10-01 Chapter 7.5 will become Chapter 8 and all succeeding chapters will increase their number by one. For example, Chapter 8 becomes Chapter 9 and so on. In addition, all references to sections, subsections and tables in the Zoning Ordinance have been re-numbered to remedy errors in Ordinance No. 768-08 and to reflect the changes in the revised numbering of the various chapters resulting in 15 rather than 14 chapters.

**SECTION 17:** The Planning Commission recommends to the City Council adoption of the Negative Declaration since it finds on the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the negative declaration reflects the City's independent judgment and analysis.

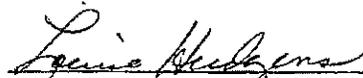
**SECTION 18:** The City council approves this summary of Zone change No. 10-01 as follows: This ordinance, in summary, has amended 13 sections, 19 subsections, and 7 tables to the City's Zoning Ordinance incorporated herein by reference and approving this summary as stated thereof.

**SECTION 19:** If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining sections of this Resolution. The Planning Commission hereby declares that it would have passed this Resolution, and each section, subsection, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

PASSED AND ADOPTED on this 6th day of April, 2010

  
Dave Noerr, Mayor

Attest:

  
Louise Hudgens, CMC, City Clerk

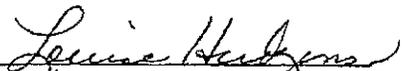
Approved as to form:

  
Katherine O. Gibson, City Attorney

STATE OF CALIFORNIA }  
COUNTY OF KERN } SS  
CITY OF TAFT }

I, Louise Hudgens, City Clerk of the City of Taft, do hereby certify that the foregoing Ordinance had its first reading on March 16, 2010, and had its second reading on April 6, 2010 and was passed by the following vote:

**AYES:** Councilmembers: Linder, Miller, Noble, Noerr  
**NOES:** Councilmembers: Thompson  
**ABSENT:** Councilmembers: None  
**ABSTAIN:** Councilmembers: None

  
Louise Hudgens, CMC, City Clerk

**TABLE 2A**  
**Consistency of City Zone Districts with**  
**General Plan Land Use Designations**

		GENERAL PLAN DESIGNATIONS												
		A	N R	P F	O S	R R	R E	L D	M D	H D	M U	C	I	
ZONE DISTRICTS	PD	C	C	C	C	C	C	C	C	C	C	C	C	
	CF	C	C	C	C	C	C	C	C	C	C	C	C	
	H	C	C	C	C							C	C	
	DI	C	C	C	C	C	C	C	C	C	C	C	C	
	PE	C	C	C	C	C	C	C	C	C	C	C	C	
	NR	C	C	C	C									
	A	C		C	C									
	RS			C		C	C	C						
	R-1			C				C						
	R-2			C					C		C			
	R-3			C						C	C			
	MU			C					C	C	C	C		
	DC			C					C	C	C	C		
	GC			C							C	C		
	I			C										C

"C" denotes that Zone District is consistent with the applicable General Plan Designation

EXHIBIT "A" of  
 Ordinance No. 782-10

Table 2.A Key  
Consistency of City Zone Districts with  
General Plan Land Use Designations  
(Cont'd)

### General Plan Land Use Designations

#### *Residential Designations*

RR	Rural Residential
RS	Estate Residential
LDR	Low Density Residential
MDR	Medium Density Residential
HDR	High Density Residential

#### *Public Facilities Designations*

PF	Public Facilities
P	Parks
S	Schools
PUB	Public Utilities/Buildings
AP	Airport
CD	Cemetery

#### *Commercial Designations*

C	Commercial
MU	Mixed Use

#### *Open Space Designations*

OS	Open Space
NR	Natural Resources
A	Agricultural

#### *Industrial Designations*

I	Industrial
---	------------

### Zone Districts

#### *Special Districts*

PD	Planned Development
CF	Community Facilities
H	Airport Approach Height Overlay
DI	Drilling Island
PE	Petroleum Extraction Overlay
NR	Natural Resource

#### *Residential Districts*

RS	Residential Suburban
R-1	Single Family Residential
R-2	Limited Multiple Family Residential
R-3	Multiple Family Dwelling

#### *Commercial Districts*

DC	Downtown Commercial
GC	General Commercial
MU	Mixed Use

#### *Industrial Districts*

I	Industrial
---	------------

#### *Agricultural Districts*

A	Agricultural
---	--------------

EXHIBIT "B" of  
Ordinance No. 782-10

Chapter to provide regulations that will implement those goals, objectives and policies that assure the preservation of the character and vitality of the City.

The provisions of this Chapter are intended to ensure that the limited commercial and office related development permitted within the DC Zone District respects the historic significance of the downtown area by requiring that all proposed buildings and structures reflect the downtown's architectural theme and are compatible with the surrounding residential community.

**6.5.30 USE REGULATIONS**

Identified on Table 5.A of this Chapter are those land uses or activities that may be permitted in each commercial zone district, permitted subject to an approved conditional use permit, or prohibited. This table also indicates the development procedure and the approval type by which each listed land use or activity may be permitted in each commercial zone district.

**Table 5.A  
Uses Permitted Within Commercial Zone Districts**

Legend

- P Permitted subject to Consistency Assessment
- C Permitted Subject to approval of a Conditional Use Permit application
- X Not permitted in this district

USE	MU	CC	DC
<b>A. Office and Related Uses</b>			
1. Administrative and executive offices	P	P	P
2. Artist and photographic studio, including sale of equipment or supplies	P	P	P
3. Clerical and professional offices	P	P	P
4. Financial Services and Institutions	P	P	P
5. Medical, dental and related health services for humans, including clinics laboratories and the sale of articles clearly incidental to services provided	P	P	P
<b>B. Commercial Uses</b>			
1. Adult Entertainment	X	X	X
2. Agricultural	X	X	X
3. Ambulance Service	P	C	X
4. Antique Shops	P	P	P
5. Apparel Stores (sales)	P	P	P
6. Art, galleries, music, dance studios, photographic studios and supply stores	P	P	P
7. Appliance stores and repair	P	P	P
8. Arcades	C	C	C
<b>EXHIBIT "C" of Ordinance No. 782-10</b>			

## CITY OF TAFT ZONING ORDINANCE

USE	MU	CC	DC
9. Auto Supply Store	P	P	P
10. Automotive washing (self or full service)	X	P	X
11. Auction Houses	X	C	X
12. Automotive dealerships subject to Section 6.12.100 of this Title	C	P	C
13. Automotive rental agencies (excluding outdoor storage)	P	P	P
14. Automotive rental agencies (including outdoor storage)	C	C	C
15. Automotive-paint and body	X	C	X
16. Automotive and light truck sales/service	C	P	C
17. Automobile repair	C	C	C
18. Bail bond services	X	P	P
19. Bakeries (retail)	P	P	P
20. Barber and beauty shops	P	P	P
21. Bicycle shops (non-motorized)	P	P	P
22. Blueprint and photocopy services	P	P	P
23. Boat and RV (sales only)	C	P	X
24. Book, gifts, and stationery stores	P	P	P
25. Building materials sales/home improvement (indoors)	P	P	P
26. Building materials sales /outdoor storage (masonry, sand, gravel)	C	C	C
27. Camera shops	P	P	P
28. Candle shops	P	P	P
29. Candy stores and confectioneries	P	P	P
30. Catering establishments	P	P	P
31. Cemetery (Human)	X	X	X
32. Cleaning and pressing establishments	P	P	P
33. Clothing and Costume Rental	P	P	P
34. Cocktail lounge/bar, including upgrading an existing ABC license (e.g. Beer and Wine to a hard liquor license) Refer to Section 11.50 of this Title)	C	C	C
35. Communication and Telecommunication Facilities (radio and television)	C	C	C
36. Commercial recreational facilities (indoor)	P	P	P
37. Commercial recreational facilities (outdoor)	C	C	C
38. Convenience Store (including alcohol sales)	C	C	C
39. Convenience Store (no alcohol sales)	P	P	P
40. Dairy products stores	P	P	P
41. Department stores	P	P	P
42. Drapery and decorating shops	P	P	P
43. Dress making shops	P	P	P
44. Driving schools	P	P	P

USE	MB	GC	DC
45. Drugstore/Pharmacy	P	P	P
46. Electronic coin-operated games (commercially operated) less than 5 games	P	P	P
47. Electronic coin-operated games (commercially operated) 5 or more games (subject to Section.11.90 of this Title)	C	C	C
48. Drive-in/through businesses including theaters and restaurants	C	C	C
49. Feed and tack stores	P	P	P
50. Fireworks Stand, subject to the provisions of Section 11.160 of this Title	P	P	P
51. Floral shops	P	P	P
52. Food stores and supermarkets	P	P	P
53. Floor covering stores (may include incidental repair)	P	P	P
54. Furniture stores, repair and upholstery	P	P	P
55. General retail stores	P	P	P
56. Hardware stores (no outdoor storage)	P	P	P
57. Hardware stores (outdoor storage)	C	C	C
58. Home improvement (indoor)	P	P	P
59. Home improvement (outdoor)	C	C	C
60. Health clubs, dance studios, martial arts, weight training, and similar uses	P	P	P
61. Hobby shops	P	P	P
62. Hotels and motels	P	P	C
63. Insurance services	P	P	P
64. Internet café	P	P	P
65. Janitorial services and supplies	P	P	P
66. Jewelry stores	P	P	P
67. Kiosks (parking lot film processing and key shops)	P	P	P
68. Laundry pick-up and delivery agencies and self-service laundries (includes diaper service)	P	P	P
69. Liquor stores	C	C	C
70. Medical Marijuana Dispensaries (Ord. 731-07)	X	X	X
71. Mortgage services	P	P	P
72. Motorcycle shops (sales and service)	P	P	C
73. Locksmith shops	P	P	P
74. Massage Therapist (subject to provision of Title IV, Chapter 4-20)	P	P	P
75. Meat markets	P	P	P
76. Mortuaries	C	C	C
77. Music stores	P	P	P
78. Newspaper and magazine stores	P	P	P
79. Mini-storage (for public use)	C	P	C
80. Miniature golf courses	C	P	C

**CITY OF TAFT ZONING ORDINANCE**

**CHAPTER 5**

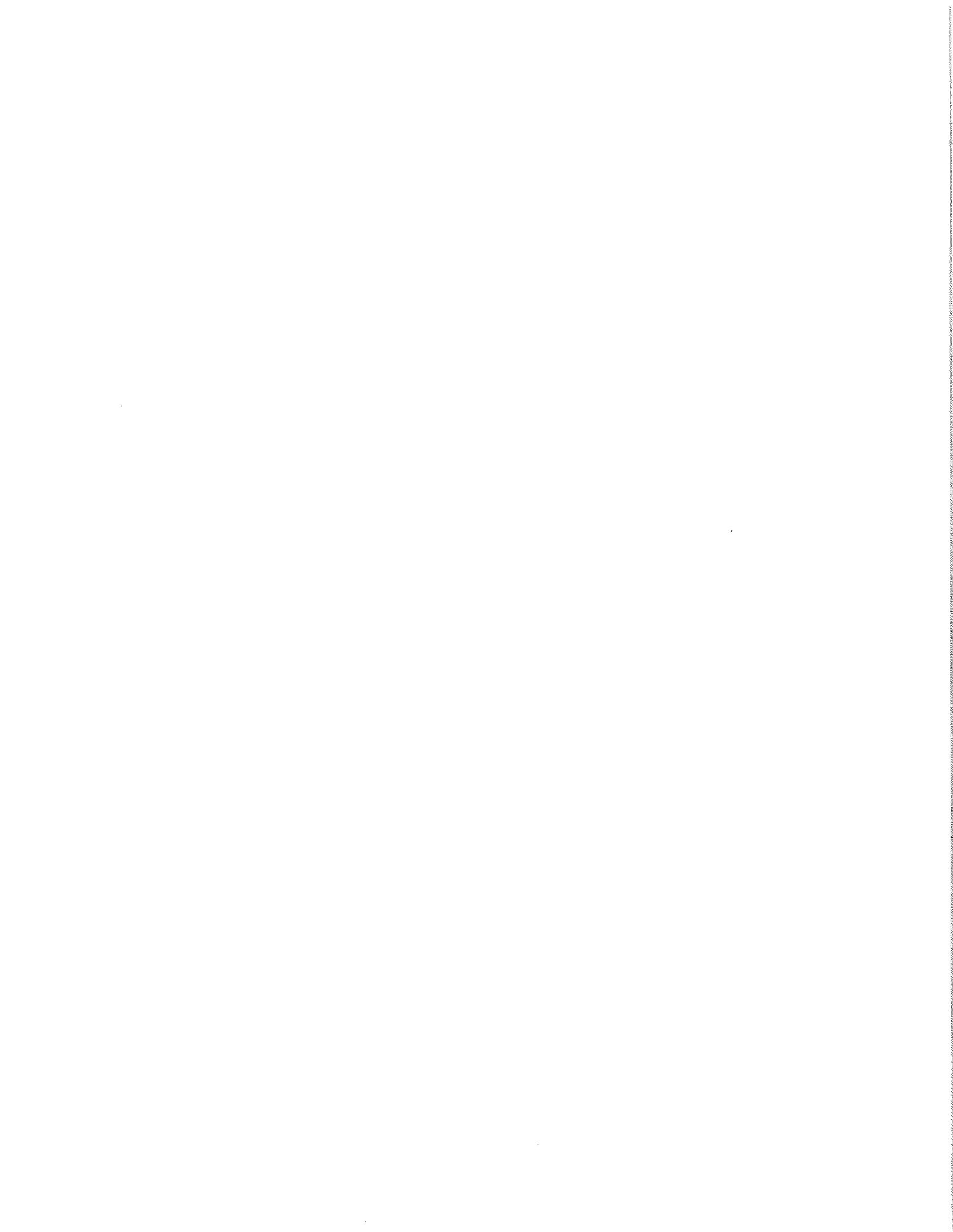
USE	MU	GC	DC
81. Nurseries and garden supply stores (provided all equipment and supplies are kept within a building or fenced enclosed area)	P	P	P
82. Office and business machines stores (sales, service, and repair)	P	P	P
83. Paint and wall covering stores	P	P	P
84. Parking facilities (off site)	C	P	C
85. Pet shops	P	P	P
86. Political or philanthropic headquarters	P	P	P
87. Pottery sales	P	P	P
88. Printing and copy shops (other than newspaper)	P	P	P
89. Recycling collection facilities including reverse vending machines and collection facilities small	P	P	P
90. Plumbing shops and supplies	P	P	P
91. Real estate services	P	P	P
92. Restaurants other than fast foods (refer to Section 11.50 of this Title):			
a. With entertainment and/or serving alcoholic beverages, including upgrading an existing ABC license (e.g. Beer and Wine to a hard liquor	C	C	C
b. Without entertainment and/or serving alcoholic beverages	P	P	P
93. Shopping centers	X	P	X
94. Shoe stores (repairs)	P	P	P
95. Second-hand stores/pawn shops	P	P	P
96. Service Station (automotive, without convenience sales) subject to Section 6.12.220 of this Title	P	P	P
97. Service stations (automotive, w/ convenience store, w/ or w/o alcoholic beverage sales)	C	C	C
98. Sporting good stores	P	P	P
99. Stamp and coin shops	P	P	P
100. Stationary stores	P	P	P
101. Statue shops	P	P	P
102. Sign painting shops within a completely enclosed building	P	P	P
103. Surveying services	P	P	P
104. Swimming pool and spa (sales, service, and supply)	P	P	P
105. Telegraph offices	P	P	P
106. Tailor shops	P	P	P
107. Tattoo Parlor	C	C	C
108. Taxidermists (no processing)	P	P	P
109. Television (radio sales and repair)	P	P	P
110. Theaters, including both motion picture and live performing arts	C	C	C
111. Tire sales and service	C	C	C
112. Toy stores	P	P	P

## CHAPTER 5

## CITY OF TAFT ZONING ORDINANCE

USE	MU	GC	DC
113. Travel agencies	P	P	P
114. Truck storage yard when adjacent to industrial zone district (Ord. 773-09)	X	C	X
115. Upholstering shops (indoor only)	P	P	P
116. Variety stores	P	P	P
117. Veterinary offices and animal hospitals including exterior kennels, pens or runs	X	C	X
<b>C. Public and Quasi-Public Uses</b>			
1. Auditoriums	C	C	C
2. Convalescent homes, hospitals	C	C	C
3. Convention hall, trade show, exhibit building with incidental food service	C	C	C
4. Churches, synagogues, mosques, temples	C	C	C
5. Clubs, lodges fraternities and sororities	C	C	C
6. Communication and telecommunication facilities (not including radio and television)	C	C	C
7. Dances, per Chapter 6, Title IV of the Municipal Code	C	P	C
8. Day nurseries, nursery schools, and child care facilities per state law	C	C	C
9. Educational institutions (including public or private vocational schools)	C	C	C
10. Fire and police stations	P	P	P
11. Public administration buildings and civic centers	P	P	P
12. Public libraries and museums	P	P	P
13. Public parks and recreation facilities (public or private)	P	P	P
14. Public utilities and public service sub-stations, reservoirs, pumping plants and similar installations not including public utility offices, unless project otherwise entails a public hearing; then Permitted	C	C	C
15. Residential care facility (per State law)	C	C	C
16. Post offices	P	P	P
17. Public utility services offices	P	P	P
18. Transportation Facilities	C	C	C
<b>D. Residential Uses</b>			
1. Single family residential dwellings	X	X	X
2. Residence in conjunction with a business	C	C	C
3. Multi-Family residential dwellings	C	C	C
<b>E. Manufacturing Uses</b>			
Oil & Gas exploration and production; subject to the provisions of Chapter 6.10 of this Title	C	C	C
<b>F. Accessory Uses</b>			
1. Accessory uses and structures located on the same site as a permitted use	P	P	P
2. Accessory uses and structures located on the same site as a use permitted subject to a Conditional Use Permit	C	C	C









ORDINANCE NO. 783-10

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF TAFT APPROVING ZONE CHANGE NO. 10-02 AS  
DEPICTED ON ATTACHED EXHIBIT "A"**

**WHEREAS**, the Planning Commission at a public hearing held on March 9, 2010, studied, considered and recommended to the City Council approval of Zone Change No. 10-02 to re-zone certain land in the City of Taft, as depicted on Exhibit "A" attached hereto, and made a part of this ordinance as through fully set forth herein; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Taft to enact this change to the Official City Zoning Map to enhance the quality of life and to protect the health, safety and welfare of its citizens; and

**WHEREAS**, the City Council has determined that the laws and regulations relating to the preparation and adoption of environmental documents, as set forth in the State Guidelines Implementing the California Environmental Quality Act, have been adhered to; and

**WHEREAS**, a timely and properly noticed public hearing upon Zone Change No. 10-02 was held by the City Council on March 16, 2010, at which hearing evidence, both oral and documentary, was admitted on behalf of said zone change.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TAFT DOES  
HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** The Official Zoning Map, Title VI of the Taft Municipal Code, is hereby approved by the City Council to re-zone the property generally described as the downtown district and adjacent properties as depicted on the proposed amendment to the Official Zoning Map identified as Zone Change 10-02 which is depicted on Exhibit "A" attached hereto, and made a part of this ordinance as though fully set forth herein.

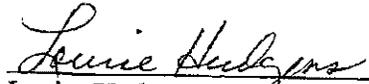
**SECTION 2.** The City Council hereby adopts the Negative Declaration since it finds on the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the negative declaration reflects the City's independent judgment and analysis.

**PASSED AND ADOPTED** on this 6th day of April, 2010

  
Dave Noerr, Mayor



Attest:

  
Louise Hudgens, CMC, City Clerk

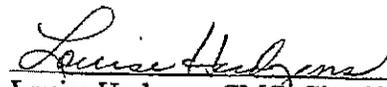
Approved as to form:

  
Katherine O. Gibson, City Attorney

STATE OF CALIFORNIA }  
COUNTY OF KERN } SS  
CITY OF TAFT }

I, Louise Hudgens, City Clerk of the City of Taft, do hereby certify that the foregoing Ordinance had its first reading on March 16, 2010, and had its second reading on April 6, 2010 and was passed by the following vote:

AYES: Councilmembers: Linder, Noble, Miller, Noerr  
NOES: Councilmembers: Thompson  
ABSENT: Councilmembers: None  
ABSTAIN: Councilmembers: None

  
Louise Hudgens, CMC, City Clerk





**CHAPTER 11 OF TITLE VI  
GENERAL DEVELOPMENT STANDARDS**

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**6.11.10**      **PURPOSE AND INTENT**

It is the purpose and the intent of the general development standards to ensure that new land uses and development will contribute to and be compatible with existing and future development in the surrounding vicinity in a manner which will enhance the quality of life for City residents, employers and visitors. It is further intended, that all proposed development is consistent with the goals, policies, objectives and implementation programs of the General Plan.

The standards contained in this Chapter apply throughout the City in each district and, as appropriate, for all land uses and development. Rather than repeat these regulations and standards throughout this Title, they have been compiled in this Chapter.

**6.11.20**      **APPLICABILITY**

The provisions of this Chapter shall apply to any land division or land use application which authorizes, or would authorize by its approval, new construction, new land uses, or the substantial modification of an existing structure or land use. The provisions of this Chapter shall apply in addition to all applicable standards or regulations for the zone district in which the use or structure is located.

**6.11.30**      **ACCESSORY STRUCTURES****1. Accessory Structures within Residential Districts****a. Accessory Structure**

Except as provided below, all accessory structures, whether attached or detached, shall meet all site development standards applicable to the main structure as required by the zone district in which the main structure is located.

**b. Canopies/Patio Covers**

Canopies/patio covers or roofs attached to the main building or connecting the main building to an accessory building, may extend into a required rear or interior side yard, provided that the portions of such structures extending into the yard:

- 1) Shall not exceed fifteen (15) feet in height, project closer than thirty (30) inches to an interior side lot line, project closer than thirty (30) inches to a rear lot line where the rear yard setback is five (5) feet, or project closer than five (5) feet to a rear lot line where the rear yard setback is in excess of five (5) feet.
- 2) Shall be entirely open on at least three (3) sides excluding the necessary supporting columns; except that a roof connecting a main building and an accessory building shall be open on two (2) sides.

## c. Ground Mounted Mechanical Equipment

Ground mounted equipment, including but not limited to air conditioning compressors, evaporative coolers and pool equipment; if fully enclosed, may be permitted in any rear or interior side yard setback. If fully enclosed, said equipment may project a maximum of four (4) feet into the required rear yard setback, and a maximum of two (2) feet into the required interior side yard setback, but shall be prohibited from projecting into the required front or street side yard setbacks.

## d. Roof Mounted Mechanical Equipment

All roof mounted mechanical equipment, including but not limited to air conditioning compressors, evaporative coolers and pool equipment shall be located, when practical, on the rear portion of the roof ridge line in such a manner as to be screened from public streets. On commercial property, said mechanical equipment may be placed forward of a ridge line provided screening for the equipment has been approved. Industrial property is exempt from this provision.

## e. Detached Accessory Structures

1) A detached accessory structure may be located within an interior side yard or rear yard, provided that when such a structure is located closer than five (5) feet to an interior side or rear lot line, one-hour fire walls shall be installed on the side or sides located within the setback area. In no case, however, shall an accessory structure be located closer than thirty (30) inches to an interior side property line or to a rear property line.

2) Accessory buildings shall have a maximum height of fifteen (15) feet; provided, however, that the accessory building is no higher than the main structure.

## f. Projections into Yards

Porches, steps, and other architectural features, such as eaves, awnings, fireplaces, chimneys, balconies, stairways, wing walls, and bay windows may project a maximum of thirty (30) inches into any required front, rear, or side setback area.

## 2. Accessory Structures: Nonresidential Districts

a. In any nonresidential district, accessory structures shall not be located within the "building frontage," as defined in Section 6.1.190 of this Title.

b. In any nonresidential District, accessory structures shall meet all of the setback requirements for the associated main buildings.

c. In non-residential zone districts eaves, roof projections, awnings, and similar adjacent architectural features may project into the City right-of-way subject to receiving an approved encroachment permit from the Public Works Director.

d. Fireplaces, chimneys, bay windows, balconies, fire escapes, exterior stairs and landings, and similar architectural features may project into required

building setback areas a maximum distance of thirty (30) inches, provided that all such features in any one setback shall not occupy more than twenty five (25) square feet of that required building setback area.

- e. Flues, chimneys, antennas, elevators and other mechanical equipment, spires, bell towers, or similar architectural, utility, or mechanical features may exceed the height limit of the land use district in which it is located by not more than twenty five percent (25%), provided that such feature shall not be used for habitable space and appropriate screening is provided for mechanical equipment when possible.
- f. Ground and wall mounted equipment incidental to industrial, commercial or office development shall be appropriately screened with solid walls and/or landscaping. Such equipment shall not be located in front of a building and any screening provided shall be architecturally compatible with adjacent architecture and materials.
- g. Roof-mounted equipment shall be used only for the building upon which it is mounted.
- h. Roof-mounted equipment shall be screened from public view to the extent practicable, as follows:
  - 1) All roof screens must be solid and continuous. Equipment may be covered by continuous grills or louvers provided such grills or louvers are architecturally compatible with the proposed or existing building.
  - 2) Roof screens shall be sheathed in a matching or complimentary material to the exterior building material and may include metal panels, aluminum, copper, ceramic tile, or other surface as approved by the Project Assistance Team.
  - 3) Mechanical plants and distribution networks shall be located in a manner that is compatible with the affected building.

**6.11.40****CIRCULATION, TRANSPORTATION, AND TRAILS FACILITIES****1. Purpose and Intent**

This Section is intended to ensure that development proposals which include the design and/or construction of new roads, trails, and transit facilities are consistent with the adopted Circulation Element and Open Space/Conservation Element of the General Plan, and contribute to the implementation of the goals and policies of those elements. Further, it is intended to ensure that proposed transportation improvements are consistent with efficient traffic management and good traffic engineering practices.

**2. Public Street, Highways, Alleys, Easements**

- a. All streets, highways, alleys and ways shall be designed and constructed in accordance with the City's Subdivision & Engineering Design Manual as may be periodically updated by the Public Works Director and City Engineer.
- b. The design of any new street system proposed as part of any new development shall, in the opinion of the Public Works Director and City

- Engineer, relate to the established street pattern in the area adjoining the proposed development.
- c. The proposed street plan shall provide for access and connection for future subdivision or development of adjoining undeveloped property when applicable.
  - d. All streets shall be designed, dedicated and constructed in a manner consistent with the Circulation Element of the General Plan and the City's Subdivision & Engineering Design Manual.
  - e. Additional rights-of-way or easements shall be provided when the Public Works Director and City Engineer determines that such additional rights-of-way or easements are necessary to accommodate roadway slopes, drainage structures, and other facilities related to improvements required for a development.
  - f. No direct access to residential property contiguous to a freeway, highway, or arterial street, as shown on the Circulation Element of the General Plan, shall be permitted except by a frontage road, service road, or street separated from said major thoroughfare by a tier of lots
  - g. The design and construction of new, or the extension of any existing streets, shall be consistent with the surrounding street pattern, the Circulation Element of the General Plan, and the City's Subdivision & Engineering Design Manual. The design and construction of parkways, grade separations, flood control facilities, local drainage facilities and other physical constraints shall be consistent with good engineering practice and shall be subject to approval by the Public Works Director and City Engineer.
  - h. Secondary or alternative access shall be provided for all new development whenever deemed necessary by the Public Works Director and City Engineer to protect the public safety.
  - i. Within subdivisions and other developments where immediate full improvements are not required, the centerline alignment of the street right-of-way shall be located so that future improvements can be constructed in accordance with the conditions of approval.
  - j. The type and placement of required street name signs shall conform to the City's Subdivision & Engineering Design Manual
  - k. All new or reconstructed streets which are not thru streets shall terminate in a cul-de-sac, designed to the specifications of the City's Subdivision & Engineering Design Manual, unless specifically waived by the Public Works Director and City Engineer in favor of some other design alternative
  - l. Street lights shall be installed along the right-of-way of all newly constructed or extended streets within the City, unless this requirement is exempted by City ordinance, resolution, or the City's Subdivision & Engineering Design Manual.
  - m. Clear sight triangles shall be maintained at intersections of public roadways, and at intersections of private driveways or alleyways with public roadways in a manner consistent with the City's Subdivision & Engineering Design Manual.

3. Private Streets, Alleys, or Ways
  - a. Private streets, in accordance with the City's Subdivision & Engineering Design Manual, may be permitted when the Public Works Director and City Engineer determine that:
    - 1) There is adequate provision for their construction and continuous maintenance;
    - 2) The access and parking needs of the occupants of the development will be adequately served;
    - 3) The construction, use, and maintenance of private streets will not be detrimental to the public health, safety and general welfare;
    - 4) Occupants of the development are better served by private streets; and
    - 5) The type of development proposed is typically served by private streets.
  - b. Private streets may, subject to approval by the Public Works Director and City Engineer, provide for access control by design, posting or gating.
  - c. The intersection of a private street or drive with a public street shall be indicated by posting, gating, or a change of pavement material and color at the entry to the private street, as approved by the Public Works Director and City Engineer.
  - d. Concrete rolled curbs may be permitted in place of standard curbs on private streets upon determination by the Public Works Director and City Engineer that the concrete rolled curbs are in accordance with the specifications of the City's Subdivision & Engineering Design Manual; that the streets are adequate to handle drainage, and that an adequate maintenance program is provided for in the covenants, conditions and restrictions, and/or some other maintenance mechanism approved by the City Attorney.
4. Sidewalks, Walking Paths, Bicycle Paths and Horse Trails
  - a. Sidewalks shall be constructed in conjunction with public and private streets unless they are determined by the Planning Commission to be unnecessary, considering the rural nature of the development and/or pedestrian circulation needs. If, however, the Planning Commission determines that sidewalks are not necessary at the time that determination is made, adequate right-of-way shall be provided for potential future need of any such sidewalks. Sidewalk construction shall be in accordance with the City's Subdivision & Engineering Design Manual.
  - b. The City may require dedication of walking paths, equestrian, and/or other trails for public use when such paths are determined to be necessary to further the goals and objectives, policies, or programs of the General Plan. In addition, and in conjunction with required street dedications, a project applicant may also be required to dedicate such additional land as may be necessary and feasible to provide bicycle paths for the use and safety of the residents of the development.

## 5. Local Transit Facilities

The City may require the dedication or irrevocable offer of dedication of land for local transit facilities such as bus turnouts, benches, shelters, loading pads and similar items. If a subdivision is involved such requirements shall directly benefit the residents of the subdivision, and shall apply only if the subdivision as shown on the tentative map has the potential for two hundred (200) dwelling units or more if developed to the maximum density shown on the General Plan and if the City finds that transit services are or will, within a reasonable time, be made available to the subdivision.

## 6.11.50

**CONDOMINIUMS AND CONDOMINIUM CONVERSIONS**

## 1 Purpose and Intent

The purpose of this Section is to establish development standards and special conditions for the protection of the community and purchasers or renters of both new and converted residential and commercial condominiums, community apartment projects and stock cooperatives, the lessors of cooperative apartment projects and stock cooperatives, and the lessors of cooperative apartments, as well as mobilehome park residents in parks proposed for subdivision activity.

## 2. Applicability

All new or converting residential and commercial condominiums, community apartment projects, stock cooperatives, and cooperative apartments including mobilehome park conversions shall be reviewed for conformance with the provisions of this Title under the City's conditional use permit procedure, in addition to any and all requirements for preparation, review, and approval for a subdivision map, pursuant to the Subdivision Map Act and Title 10 of the Municipal Code.

This Section shall also apply to the conversion of mobilehome parks to a mobilehome subdivision, condominium or cooperative. Conversion of a mobilehome park to any other use, or cessation of use of the land for a mobilehome park, shall be subject to Section 65863.7 and 65863.8 of the California Government Code.

## 3. Minimum Requirements

Except as otherwise provided by law, in approving or conditionally approving any condominium projects, including conversions of apartments or mobilehome parks, the following shall be required:

## a. Parking

Off-street parking shall be provided in the amount and type pursuant to standards for new construction in Chapter 6.14 of this Title.

## b. Yard and Height Requirements

All new condominium projects, including conversions of apartment or conversion of mobilehome park developments, shall comply with property development standards for the district in which the project is to be located,

except that nothing in this Section shall be construed to prohibit the imposition of more restrictive requirements as a condition of approval by the City when necessary to protect the public health, safety, or general welfare, based upon appropriate findings.

c. Covenants, Conditions, and Restrictions (CC & Rs)

The Covenants, Conditions, and Restrictions (CC & R) for the new or converting condominium project, including conversion of apartment and mobilehome park projects, shall be reviewed and approved by the Planning Director and shall include an agreement that the following shall be guaranteed by the developer:

- 1) Common area items, including but not limited to; a roof, plumbing, heating, air-conditioning, and electrical systems shall be maintained by the sponsor of the conversion, or the developer, in good condition until one (1) year elapses from the date of the sale of the last individual unit sold.
- 2) Adequate provisions for maintenance, repair, and upkeep of common areas.
- 3) Provisions, that in the event of destruction, reconstruction shall be in accordance with codes in effect at the time of such reconstruction.
- 4) Provisions for dedication of land or establishment of easements for street widening or other public purpose.

d. The CC & R's shall provide that individual unit owners have the right to select or change the management group or the homeowner association ninety (90) days after sale or transfer of title of fifty one percent (51%) of the units. The CC & R's shall provide that subsequent owners agree to make no changes in the CC & R's imposing restrictions on the age, race, national origin; sex, marital status or other similar restrictions of occupants, residents, or owners.

4. Condominium and Mobilehome Park Conversion

- a. Condominium conversions and mobilehome park conversions may be approved in the City pursuant to the procedures in Section 6.2.50 of this Title for a conditional use permit and for a tentative map as set forth in Title 10 of the Municipal Code and the California Subdivision Map Act.
- b. No condominium conversion or mobilehome park conversion shall be approved unless and until all of the following conditions have been met by the developer:
  - 1) Tenants have received a Tenant's Notice of Intent to Convert pursuant to the provisions of California Government Code Section 66427.1 (Subdivision Map Act) prior to filing a Notice of Pending Application to Convert with the Planning Director. Such notice shall be given by the applicant, and shall contain information as to tenant's rights under state and local regulations.
  - 2) A Notice of Pending Application to Convert has been filed with the Planning Director, prior to the filing of a tentative subdivision map and conditional use permit application. The notice shall include a copy of

the Tenant's Notice of Intent to Convert and a Building Condition and History Report prepared by a building inspection service or similar agency acceptable to the Building Official and Fire Department. The report shall contain information set forth on forms to be provided by the Planning Director, including, but not limited to: date of construction, a list of all repairs and renovations to be made, an analysis of building conditions and any violations of housing, fire, or building codes, a listing of the proposed improvements to be carried out, an estimated time schedule, the present rent schedule including type and length of tenancy, the estimated prices of the converted units and/or lots, a copy of the proposed CC & R's, a Tenant Relocation Assistance Plan indicating the number of tenants interested in purchasing or relocating, and detailed plans for assisting in the relocation of tenants. The developer shall furnish each prospective buyer with a copy of this report together with the CC & R's.

- 3) The Planning Director, shall prepare and deliver to the applicant a staff report including a staff recommendation for approval or denial, a listing of conditions or requirements recommended as a basis for approval, and supportive reasons or justifications for such recommendations.
  - 4) Tenants shall be notified by the developer in writing, of all public hearings in connection with an application for conversion, and all tenants subsequent to the initial notice of intent shall be notified in writing of the pending conversion prior to occupancy.
  - 5) The applicant shall comply with the latest City adopted California Building Code, California Mechanical Code, California International Plumbing Code, California Electrical Code, California Fire Code, and all other applicable codes, ordinances and regulations. The applicant shall further complete such alterations or repairs required by the Building Official prior to the sale of any such units.
  - 6) Written notice shall be given to all residential tenants not less than one (1) year from the date of tentative approval.
- c. For residential conversions, the Planning Commission shall also determine that:
- 1) The conversion is consistent with the General Plan; and
  - 2) The vacancy factor of rental housing units in the City exceeds three (3) percent of the total rental housing inventory. Existing rental units may be approved for conversion regardless of the vacancy factor if the Planning Commission determines that a new rental unit has or will be added to the City's housing inventory for each rental unit removed through conversion; and
  - 3) The developer has complied with all provisions of this Title and all other requirements and conditions as may be imposed by the Planning Commission.

**6.11.60      CONVERSION OF RESIDENTIAL STRUCTURES TO NONRESIDENTIAL USE**

Except where a home occupation is involved, no structure originally designed as a residence (including hotels and motels), or as an accessory structure or addition to a residence, shall be used for any commercial or office use unless the building and site are improved to meet all code requirements for an office or commercial development. This includes, but is not limited to building codes, fire codes, and the requirements of this Title. Such a conversion may be a permitted use or may be subject to a conditional use permit process, depending on the base district use regulations.

**6.11.70      DEDICATION REQUIREMENTS****1.      General Requirements**

The dedication requirements, as specified by this Section, are imposed as provided by Section 66475 of the Subdivision Map Act and shall apply to all final tract and parcel maps, parcel map waivers, lot line adjustments and lot mergers unless exempted from specific dedication requirements by the Subdivision Map Act. In addition, the provisions of this Section may be imposed as necessary on projects not involving a subdivision in order to implement the provisions of the General Plan.

**2.      Public Streets, Highways, Alleys, Easements**

All streets, highways, alleys, ways, easements, rights-of way, and parcels of land which are shown on the final tract map, parcel map, or development plan, and which are intended for public use shall be offered for dedication for public use by appropriate certificate. All irrevocable offers of dedication shall also be shown by appropriate certificate. If a subdivision is involved, the certificate shall be on the title sheet of the final map. Where lots exist along a public street, highway, alley or easement that does not align with the subject lot, the developer of any such lot shall dedicate to the City such land necessary to assure the continued planned line of improvements along such lot prior to the issuance of a building permit.

When vehicular access rights from any lot or parcel to any highway or street are to be restricted as a requirement of a subdivision, such rights shall be forfeited in favor of the City by an appropriate certificate. A note stating: "VEHICULAR ACCESS RIGHTS DEDICATED TO THE CITY OF TAFT" shall be placed on the final map along the highway or street adjacent to the lots or parcels affected. If a subdivision is not involved, equivalent certificates and notes dedicating such vehicular access rights shall be required in a form approved by the Public Works Director and City Engineer.

**3.      Utility and Landscape Easements**

Any public or private utility and/or landscape easements required by any utility agency or by the City shall be shown on the final tract map, parcel map, or by the equivalent documentation if a subdivision is not involved. Said easements shall be dedicated to the appropriate party.

**4.      Drainage Facilities**

In the event that a subdivision or development, or any part thereof is determined by the Public Works Director and City Engineer to be traversed by a major watercourse, channel, stream, or creek, the developer shall dedicate an adequate

right-of-way for storm drainage purposes if, in the opinion of the Public Works Director and City Engineer, such dedication is necessary. In the event that the natural watercourse does not lie entirely within such dedication, the developer may, as approved by the Public Works Director and City Engineer, either construct an adequate channel within such dedication or delineate the course of such watercourse upon the final map or upon an equivalent document if a subdivision is not involved.

If an artificial drainage facility is necessary for the general use of lot or parcel owners in a subdivision or other development, and is necessary for adequate drainage, as may result from the development and its improvements, the developer may be required to provide such improvements. If required, an adequate right-of-way for the construction and maintenance of such drainage channel shall be dedicated on the final map, if applicable, or granted by separate instrument.

When storm drains are necessary for the general use of lot or parcel owners in a subdivision, or other developments, and such storm drains are *not to be installed* in the streets, alleys, or ways of such subdivision or development, then the developer shall offer to dedicate upon the final tract map, parcel map, or by separate instrument, the necessary rights-of-way for such facilities.

When property or any portion thereof being subdivided or developed is within the natural or artificially planned drainage path, as indicated in any approved city drainage plan of adjoining unsubdivided or undeveloped property, and no street, alley, or way within the subdivision or development is designed to adequately provide for the drainage of such adjoining property, the developer shall dedicate drainage rights-of-way which are adequate to accommodate the flows calculated for such adjoining property based on the full development of said adjoining property.

#### 6.11.80 DEVELOPMENT DENSITY

The maximum allowable development density or intensity of development shall be as specified in the General Plan and as specified in the zone district within which the proposed development is to be located. In determining the allowable number of dwelling units on a development parcel, all remainders of 51 percent (51%) or greater shall be rounded to the next higher whole number.

1. Density Bonuses
  - a. Affordable Housing and Qualifying Residents Projects
    - 1) Granting of a discretionary density bonus or other equivalent financial incentive is governed by Government Code Section 65915 when a developer of a residential project agrees to meet the following requirements:
      - a) Construct at least twenty (20) percent of the total units for lower income households, as defined in Section 50079.5 of the Health and Safety Code; or
      - b) Construct at least ten (10) percent of the total units for very low income households, as defined in Section 50105 of the Health and Safety Code; or

- c) Construct at least fifty percent (50) of the total units for qualifying residents, as defined in Section 51.3 of the Civil Code; or
  - d) Provide at least thirty percent (33%) of the total units within condominium conversions of apartments for low or moderate income households, as defined in Section 50093 of the Health and Safety Code; or
  - e) Provide at least fifteen percent (15%) of the total units within condominium conversions of apartments for lower income households, as defined in Section 50079.5 of the Health and Safety Code.
- 2) A request for a discretionary density bonus and regulatory concessions or incentives shall apply to projects of five (5) or more residential units, shall require the approval of a conditional use permit, and shall be subject to the following provisions:
- a) Density bonus shall mean up to twenty-five percent (25%) density increase over the maximum allowable base General Plan Land Use density. In calculating the number of units which is equal to the required threshold as identified in Subsection a. (1)(a) through a.(1)(e) of this Section, the density bonus shall not be included in such calculation.
  - b) The policies for achieving a density bonus shall be as follows:
    - (1) The City shall approve the density bonus and regulatory concessions and/or incentives only if the following findings can be made:
      - (a) Affordable Housing
        - i. The proposed project is consistent with the goals, policies and strategies of the General Plan; and
        - ii. The proponent has demonstrated that the waiving or modifying of development standards is necessary to insure the economic feasibility of the project; and
        - iii. The target units will be within the income level for those individuals for which the units are proposed to be developed.
      - (b) Qualifying Residents
        - i. The proposed project is consistent with the goals, policies and strategies of the General Plan; and
        - ii. The proponent has demonstrated that the waiving or modifying of development standards is necessary to insure the economic feasibility of the project; and

- iii. A commitment has been submitted in writing by the developer guaranteeing that the facility or development will be used for qualifying residents.
- 3) Concurrent with the processing of a conditional use permit for an Affordable Housing or Qualifying Residents Project the developer shall enter into an Affordable Housing or Qualifying Residents Agreement for any target dwelling unit for which a bonus density regulatory concessions and/or incentives have been granted as follows:
  - a) The agreement shall be for thirty (30) years or longer, as may be required for any construction or mortgage financing assistance program, mortgage insurance program, rental subsidy program, or other similar programs unless the City makes a written finding that an additional concession or incentive is not required in order to provide for affordable housing costs as defined in Section 50052.5 of the Health and Safety Code or for rents or equivalent housing payment for the targeted units to be set as specified herein, in which case the agreement shall be for ten (10) years.

In the event that the City Redevelopment Agency provides any assistance, the agreement shall be as follows: ( 1) no less than the life of the land use restriction of the Redevelopment Plan or (2) such other length of time as approved by the City Redevelopment Agency and/or the City. In any case the provisions of Section 65915 of the Government Code shall govern.

- b) Dwelling units targeted for lower income households, as defined in Section 50079.5 of the Health and Safety code, shall be targeted at a rent or equivalent monthly housing payment not to exceed thirty percent (30%) of the 80 percent (80%) of Kern County median income as defined by HUD or the State.
      - c) Dwelling units targeted for very low income households, as defined in Section 50105 of the Health and Safety Code, shall be targeted at a rent or equivalent monthly housing payment not to exceed thirty percent (30%) of fifty percent (50%) of Kern County median income as defined by HUD or the State.
      - d) The Covenants, Conditions and Restrictions (CC & R) and the Affordable Housing or Qualifying Residents Agreement shall specify the designated target units which shall be set aside for persons or households of affordable income levels or qualifying residents and shall include a covenant that the developer or his/her successor in interest shall not sell, rent, lease, sublet, assign or otherwise transfer any interest of same which no longer complies with the provisions of the C.C. & R's and the Affordable Housing Agreement or Qualifying Residents Agreement without the written approval of the City. An annual report shall be submitted by January 31 of each year to the Planning Director confirming that the rent or sales price, or age restrictions for qualifying residents of all target units for the

previous calendar year is within the income levels or meets the age restrictions as specified herein.

- 4) In addition to any density bonus provided for the project, the City shall provide at least one of the following concessions or incentives or provide other incentives of equivalent financial values based upon the land cost per dwelling unit to the developer unless the City makes a finding satisfying the requirements of Section 6.11.80 of this Chapter:
- a) A reduction in site development standards or a modification of Zoning Code requirements or architectural design requirements which exceed the minimum building standards approved by the State Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, including, but not limited to a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required.
  - b) Approval of mixed use zoning in conjunction with housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the areas where the proposed housing project will be located.
  - c) Other regulatory incentives or concessions proposed by the developer and/or City.

In the case of condominium conversions, the City need only grant a density bonus or other incentives of equivalent financial value. The City need not provide a cash transfer payment or other monetary compensation, but may include the reduction or waiver of requirements which the City may apply as conditions of approval.

- 5) Qualifying Residents.
- a) Residential occupancy shall be limited to single persons at least 62 years old, or to cohabiting couples of which one person is at least 62 years of age for projects less than 150 units. Such age restriction may be reduced to 55 years old for projects greater than 150 units.
  - b) This Section shall apply to both independent living and congregate care facilities as described below:
    - i. Independent Living: Facilities designed to accommodate independent lifestyles shall include individual rooms which, at a minimum, consists of a full bathroom, sleeping area, kitchen, and parking garage.
    - ii. Congregate Care Facilities: Shall provide, at a minimum, a full bathroom, sleeping area, communal kitchen, dining area, and recreational area appropriate for the number of residents.

## 6) Development Design and Facilities.

## a) Lighting.

Adequate external lighting shall be provided for security purposes. The lighting shall be directed away from adjacent properties and public right-of-way.

## b) Laundry Facilities.

(1) Independent Living. Washer and dryer hookups shall be provided in each dwelling unit or in an attached garage.

(2) Congregate Care Facilities. On-site common laundry facilities including installation of washer and dryers shall be provided and may include shared laundry rooms.

## c) Common Facilities.

These may include one or more of the following facilities located on site for the specific use of the residents of the project, if approved by the Planning Agency.

(1) Beauty salon and barber shop.

(2) Small scale pharmacy.

(3) Private common transportation carrier, maintained and operated by the facility.

(4) Other similar facilities for the sole enjoyment of the residents.

## d) Minimum Unit Size.

The minimum floor area for each residential unit shall be as follows:

Notwithstanding the provisions of Table 4.B, Chapter 6.4 of this Title, regulating minimum dwelling unit size, the units provided shall be no less than 415 square feet in floor area for efficiency units, 540 square feet in floor area for one bedroom, and 640 square feet in floor area for two bedroom, or as otherwise approved by the approving authority.

## (1) Open Space Requirements.

## (a) Private Open Space.

Notwithstanding the provisions of Section 6.4.30.4 c. (4) of this Title, each dwelling unit shall be provided with a usable private open space in the form of a patio or courtyard with a minimum area of one-hundred (100) square feet and a minimum dimension of ten (10) feet, or a balcony

of eighty (80) square feet and a minimum dimension of eight (8) feet.

(b) Common Open Space.

Notwithstanding the provisions of Section 6.4.30.4 c. (3) of this Title, two-hundred twenty-five (225) square feet of usable common open space per unit shall be provided within the boundaries of all projects. Usable open space shall constitute area(s) readily available, practical and generally acceptable for active and/or passive recreational uses. Up to forty percent (40%) of the required common open space may be provided in the form of a common leisure/recreation room.

(2) Parking Security

Parking facilities shall be designed to provide security for residents, guests, employees, shall be integrated into the architecture of the facility, and shall comply with the provisions of Chapter 6.14 of this Title.

(3) Transit Facilities.

(a) A bus turnout and shelter along the street frontage may be required to be dedicated and constructed where the development occurs along an established or planned bus route.

(b) In lieu of a bus turnout and shelter, the developer may provide a private, on-site taxi, or equivalent service.

b. Additional Residential Conditions

The City may impose additional standards or conditions specific to the project and/or environmental mitigation measures related to the project.

c. Qualifying Non-residential Projects

1) Granting of a floor area ratio bonus is governed by Government Code Section 65917.5 when a developer of a commercial or industrial project agrees to meet the following requirements:

a) The commercial or industrial project must consist of at least fifty-thousand (50,000) square feet of floor area.

b) The developer must agree to set aside at least two-thousand (2,000) square feet of floor area and three-thousand (3,000) outdoor square feet to be used for a child care facility.

2) Requests for a floor area ratio density bonus shall apply to commercial and industrial projects of fifty-thousand (50,000) square feet or greater shall require approval of a conditional use permit, and shall be subject to the following provisions:

- a) Floor area ratio bonus means a floor area ratio bonus over the otherwise maximum allowable density permitted under the applicable zoning and general plan requirements including:
    - (1) A maximum of five (5) square feet of floor area for each one (1) square foot of floor area contained in the child care facilities for existing structures.
    - (2) A maximum of ten (10) square feet of floor area for each one square foot of floor area contained in the child care facilities for new structures.
    - (3) Projects constructed under this Section shall conform to height, setback, lot coverage, parking, site plan review, fees, charges and other health, safety and zoning requirements generally applicable to construction in the zone in which the property is located, except as may be modified by this Chapter.
  - b) The day care facility may be located either on-site or off-site as agreed upon by the developer and the City, and shall be of a size to comply with all state licensing requirements in order to accommodate a minimum of forty (40) children. A consortium with more than one developer may be used in order to achieve the threshold amount for the available floor area ratio density bonus and with each developer's bonus density pro rated based on the percentage participation of each developer.
  - c) The developer may either operate the day care facility itself or may contract with a licensed child care provider to operate the facility. In all cases, the developer must coordinate with a local child care resource and referral network in order to qualify for the floor area ratio bonus.
  - d) Once the child care facility has been established, prior to any closure, change in use, or reduction in the size of the facility, the City Council shall find that the need for child care is no longer present, or is not present to the same degree as it was at the time the day care facility was developed.
- 3) Additional Non-Residential Conditions

The City may impose additional standards or conditions specific to the project and/or environmental mitigation measures related to the project.

6.11.90

**FENCES AND WALLS**

## 1. Residential Districts

- a. In any required front yard or street side yard of a reversed corner lot, a wall or fence shall not exceed forty (40) inches in height.
- b. A wall or fence not more than six (6) feet in height, as measured from the adjacent grade on the same parcel may be maintained along any interior side yard, rear yard or street side yard provided that such wall or fence does

not extend into the required front yard or the street side yard of a reverse corner lot.

- c. No barbed wire shall be used or maintained as a fence or wall, or as any part of a fence or wall when located along a front, side, or rear property line of any lot or within 3 feet of any such property line; nor shall any sharp wire or points project to the side or above the top of any fence or wall.

## 2. Non-Residential Districts

- a. Within any required front building setback area, wall or fences shall not exceed forty (40) inches in height. However, walls or fences may be permitted up to a maximum height of five (5) feet provided that the portion of the fence or wall above forty (40) inches in height is ninety percent (90%) light-emitting wrought iron or other similar material.
- b. Walls for the purpose of screening commercial and industrial activities from more sensitive land uses, and for sound attenuation, shall be required as a condition of approval for commercial or industrial development. The height, placement and design of such walls shall be determined based on the required sound attenuation and/or need for visual screening to ensure consistency with General Plan policies and performance standards. In some instances, site specific conditions may require a variance to maximum wall height requirements in order to meet the provisions of this paragraph.
- c. In any required rear or interior side building setback area, except as provided by Section 10.90.2.b above, walls and fences shall not exceed six (6) feet in height except with an approved conditional use permit.
- d. No barbed wire shall be used or maintained as a fence or wall, or as any part of a fence or wall, when located along a front, side, or rear property line, or when placed in such a manner as to be visible from a public or private street; nor shall any sharp wire or points project above the top of any fence or wall that is either less than six (6) feet in height or is visible from any public or private street in a commercial zone district, however, such barbed wire may be permitted in an industrial zone district.

### 6.11.100

#### GRADING

Whenever a tentative map or other residential, commercial or industrial development is approved, which will require grading or other preparation of the soil, the City may impose conditions relating to grading on the approval of the development. Such grading conditions shall be in addition to any other provisions of the Building Code applicable to the project. Such conditions shall be included by the Building Official or Public Works Director and City Engineer in any grading permit thereafter issued. Such conditions may include, but are not be limited to, the following:

1. A requirement that lands slope toward rather than away from the street
2. Requirements for planting and landscaping of slopes.
3. Requirements for the irrigation of slopes.
4. Limitations on the amount of soil to be imported or exported from the site.
5. A designation of the streets over which trucks or equipment may travel for the purpose of importing or exporting soil.

6. A limitation on the periods during which grading operations may occur.
7. Such other conditions as will facilitate an orderly development of the property in accordance with the provisions of the General Plan and the project's approval.

## 6.11.110

**HAZARDOUS MATERIALS MANAGEMENT**

## 1. Purpose and Intent

In accordance with State law and the adopted Kern County Hazardous Waste Management Plan, the purpose of this Section is to ensure that businesses locating or operating within the City, which utilize, store, transport or dispose of hazardous materials, incorporate available risk management and waste minimization practices into their operations. Furthermore, the intent of this Section is to minimize the risk of exposure to hazardous materials for residents and property within the City.

## 2. Preliminary Information Requirements

- a. All land use applications submitted for a new business or for expansion, or modification of an existing business shall provide information disclosing the amount and type of hazardous materials used and hazardous waste generated, the business practices for management and reduction of these substances, and emergency response procedures in the event of an accidental release.
- b. A preliminary hazardous waste minimization plan which identifies proposed waste management and reduction efforts shall be submitted to the City with all applications for land uses which are potential hazardous waste generators, as defined by the Kern County Hazardous Waste Management Plan.

## 3. Hazardous Materials Notification Requirements

- a. Any land use which handles or will handle any hazardous material or hazardous waste (as defined by the County Hazardous Waste Management Plan) in excess of fifty five (55) gallons of liquid, three hundred (300) pounds of solid, two hundred (200) cubic feet of compressed gases, or any combination thereof, unless the federal threshold is lower, shall prepare and submit a Business Plan to the County Department of Environmental Health Services and the City Fire Department prior to final approval of any permits. The contents of said business plan shall be as required by the County Hazardous Waste Management Plan.
- b. Prior to final approval, a Risk Management and Prevention Program as defined in the County Hazardous Waste Management Plan shall be submitted to the County Department of Environmental Health Services and City Fire Department for review and approval by any new, modified or expanded land use within the City which handles or will handle "acutely hazardous materials" (AHM), as defined in the County Hazardous Waste Management Plan, in amounts greater than fifty five (55) gallons of liquid, five hundred (500) pounds of solid or two hundred (200) cubic feet of a compressed gas.
- c. Commercial and industrial uses which propose to locate within the City provide the Fire Department with a list of all hazardous materials used at the

site, a description of where and how each is stored, and how each react in a fire.

- d. Placards or other appropriate signage shall be placed on all buildings or structures which are used for the storage of hazardous materials or wastes.
4. The unlawful discharge of hazardous wastes into the air, land, or water resources within City boundaries is prohibited.

#### 6.11.120 HEIGHT LIMITATIONS

Unless modified by this Chapter; Chapter 6.12 (Specific Use Development Standards), or Chapter 6.13 (Performance Standards), the maximum allowable height of a structure shall conform to the regulations of the zone district within which the structure is to be located.

#### 6.11.130 IMPROVEMENT STANDARDS AND PLANS

1. Improvement Standards
  - a. Standards for the design and improvements of subdivisions and other developments shall be in accordance with the applicable Sections of Title 10 of the Municipal Code, the Subdivision Map Act, the General Plan, any specific plans adopted by the City, and such other standards, regulations, or ordinances as may, from time to time, be adopted by the City Council.
  - b. In the absence of a standard for an improvement, the Public Works Director and City Engineer may establish a standard in keeping with good construction and engineering practices.
2. Improvement Plans Required
  - a. All improvements proposed to be constructed or installed in subdivisions or other residential, commercial, or industrial developments shall be in accordance with detailed plans and specifications approved in writing by the Public Works Director and City Engineer prior to commencement of said improvement work.
  - b. Improvement plans in sufficient detail shall be submitted to and shall be approved by the Public Works Director and City Engineer prior to submitting a final subdivision map to the City Council, or if no final subdivision map is required, prior to commencement of construction.
  - c. Required improvement plans shall show the location of all existing improvements, including but not limited to electrical, natural gas, telephone, and any other service facilities adjacent to or potentially affected by the proposed improvements. Specific improvement plan requirements shall be compiled and made available to the public by the Public Works Director and/or the City Engineer. Improvement plans shall be prepared by a professional civil engineer registered in the State of California.
  - d. All improvement plans shall be prepared by a registered civil engineer. Said improvements shall be completed or shall be bonded for, in accordance with adopted city bonding requirements, by each developer, as required by the

conditions of approval, prior to acceptance of the final tract map, or the equivalent, if a final subdivision map is not required.

- e. Improvements which are proposed to be or are required to be located within State highway rights-of-way shall be shown on the improvement plans and shall be desired to California Department of Transportation standards. Prior to approval by the Public Works Director and City Engineer, the developer shall acquire the Department of Transportation's approval of such improvements.
- f. An encroachment permit shall be obtained prior to commencement of any work done in connection with subdivisions or other residential, commercial, or industrial development projects, within the public right-of-way.

## 6.11.140

**LIGHTING**

## 1. Non-Residential

- a. All outdoor lighting associated with nonresidential uses, excluding recreational uses, shall be shielded and directed away from surrounding residential uses. Such lighting shall not exceed 0.5 foot-candles of illumination beyond the property containing the nonresidential use, and shall not blink, flash, oscillate or be of unusually high intensity of brightness.
- b. Parking areas of five (5) or more spaces shall have an average of one-half (0.5) foot-candles of illumination per square foot of parking area for visibility and security during hours of darkness.
- c. Each parking area of five (5) or more spaces existing prior to the effective date of this Section, which is enlarged, re-constructed, altered, or changed from its previous configuration shall be subject to the above illumination requirements.
- d. Wiring for illumination shall be underground.
- e. The following types of outdoor lighting usage shall be prohibited between 10:00 p.m. and dawn:
  - 1) The operation of searchlights for advertising purposes; and
  - 2) The illumination of outdoor public recreational facilities, unless a specific recreational activity requiring the lighting is already in progress. All lighting shall be on a time clock or photo-sensor system.

## 2. Residential

- a. All single-family, duplex and triplex residential dwelling units shall be equipped with security lighting affixed to the exterior of each garage and above the exterior of each front and rear door
  - 1) Lights shall be installed and shall be hard-wired into the electrical power source.
  - 2) Lights shall be shielded and directed away from surrounding residential uses and shall not blink, oscillate or be of unusually high intensity

- b. Outdoor light poles within residential areas, except for street lighting, shall not exceed twelve (12) feet in height. Such lighting shall be designed to project downward, and shall not create glare on adjacent properties.
  3. Recreational
    - a. A conditional use permit shall be required for all sport and athletic field, stadium, or major event lighting.

**6.11.150 MINIMUM BUILDING SITES**

Unless otherwise specified in Chapter 6.12 (Specific Use Development Standards), the minimum allowable building site size shall be in accordance with the regulations of the zone district within which the structure is to be located.

**6.11.160 MANUFACTURED HOUSING**

Manufactured housing, fabricated off-site and to be installed on a parcel of land, including mobilehomes, manufactured homes, and modular homes, may be permitted on individual lots that permit single family detached housing subject to the following requirements:

1. The manufactured home is permanently attached to a permanent foundation in compliance with all applicable building regulations.
2. If the manufactured home is a mobilehome, construction shall be certified under the National Mobilehome Construction and Safety Standards Act of 1974, (42 U.S.C. Section 5401 et. seq.) pursuant to Section 18551 of the Health and Safety Code. Documentation indicating certification and construction date must be submitted to the building Department in order to secure a valid building permit.
3. The manufactured home is no less than sixteen (16) feet wide and no less than eight-hundred and fifty (850) square feet in area.
4. The Planning Director determines that the placement of the manufactured home is compatible with the existing development in the immediate area in which it is being placed, in accordance with the following criteria:
  - a. The design of the manufactured home shall be similar in character and appearance to other dwellings in the immediate vicinity relative to design features including, but not limited to: unit size, roof overhangs, roof materials, roof pitch, and exterior materials; and
  - b. All building setbacks, parking, coverage, height, and sign requirements of the base district shall apply.
5. Manufactured housing shall comply with the following architectural requirements:
  - a. A minimum three (3) in twelve (12), 3 inches vertical to 12 inches horizontal, roof pitch and a minimum of one (1) foot eave around the entire perimeter of the manufactured home, as measured from the vertical wall surface is required.

- b. Roofing material customarily utilized in the construction of a conventional single family dwelling, such as but not limited to; wood shingles, tiles, asphalt, or composition shingles is required.
  - c. Only non-reflective or non-glossy siding materials customarily utilized in the construction of conventional single family housing shall be permitted. These materials may include, but are not limited to: brick, stucco, wood or plaster.
  - d. The predominant shape and form of the manufactured home shall be compatible with that of the surrounding neighborhood.
  - e. The design and materials of any enclosed garage, porch, or other structure that is visible from the street, shall be compatible with the requirements and architecture of the main dwelling.
6. Manufactured homes not meeting installation and architectural requirements specified in this Section, shall be permitted only upon approval of a conditional use permit, pursuant to the provisions of this Title.

## 6.11.170

**MOBILEHOME PARKS**

## 1. Purpose and Intent

The intent and purpose of this Section is to establish standards to be used in the development of mobilehome parks within the City. These standards are intended to assure a suitable living environment for those persons residing within mobilehome parks and within nearby residential neighborhoods.

## 2. Objectives

- a. Encourage the use of private streets and the private maintenance thereof.
- b. Provide for recreational amenities and common areas, with controls and maintenance thereof by the mobilehome park owner, homeowners association, or common interest group.
- c. Provide a design that is related to and compatible with existing and planned land uses and circulation patterns on adjoining properties.

## 3. Conditional Use Permit

A conditional use permit, as provided in Section 6.2.50 of this Title, shall be required for development of a new mobilehome park and/or for modification or expansion of an existing mobilehome park. Whenever a difference occurs between the standards of this Section and an underlying zone district, the standards of this Section shall apply.

## 4. Site Development Standards

The following standards shall apply to the development of a mobilehome park. Additional requirements may be specified in conditions of approval of a conditional use permit.

- a. A mobilehome park shall be no less than five (5) acres in size and the minimum area of a mobilehome space shall be no less than three thousand five hundred (3,500) square feet.

- b. No more than seven (7) mobilehome spaces per gross acre shall be permitted. Rights-of-way of interior streets may be included in the gross acre figure.
- c. The maximum permitted coverage of mobilehomes and all accessory buildings and/or structures shall be seventy-five (75) percent of the total area of the individual lot.
- d. Each mobilehome space shall comply with the following minimum yard setbacks. There shall be no encroachments on any yard setback.
  - 1) Front Yard: - ten (10) feet.
  - 2) Rear Yard: - five (5) feet.
  - 3) Side Yard: - five (5) feet.
- e. Parking within a required access drive is prohibited. Width of access drives shall be determined by the Public Works Director and Planning Director.
- f. Off-street parking.
  - 1) Two parking spaces, at least one of which shall be covered, shall be provided on each mobilehome space. Each parking space shall be no less than nine (9) feet by nineteen (19) feet in size. No parking space may be located within the front yard setback area; tandem parking may be permitted.
  - 2) One guest parking space shall be provided for each four mobilehomes located within the development. Guest parking may be permitted on interior street rights-of-way if the street has been designed to accommodate on-street parking.
- g. Interior streets.
  - 1) Private streets within a mobilehome park shall be a minimum of twenty-four (24) feet wide with no on-street parking, a minimum of thirty-two (32) feet wide if parking is permitted on one side of the street, and a minimum of forty (40) feet wide if parking is permitted on both sides of the street.
  - 2) A roadway divided into separate one way traffic lanes, by a curbed divider, or similar device, shall be no less than fifteen (15) feet in clear width on each side of the divider. Automobile parking shall be prohibited on a divided roadway except where the unobstructed width of the roadway on the side of the divider used for parking is increased by eight (8) feet for each parking lane.
- h. A minimum of ten (10) percent of the net mobilehome park site shall be maintained for permanent open space and recreational facilities. Open space areas shall not include any portion of a mobilehome space or exterior perimeter landscaping. Usable open space may be occupied by recreational facilities such as recreation centers, swimming pools, golf courses, tennis, basketball, volleyball, badminton courts, children's' play areas, trails, and picnic areas.

- i. All areas within a mobilehome park not used for recreational facilities, streets, driveways, parking structures, building and service areas shall be landscaped, shall be provided with an automated irrigation system, and shall be permanently maintained in a manner approved by the Planning Director.
- j. A common storage area, equivalent in size to one-hundred (100) square feet for each mobilehome space, shall be provided within the mobilehome park. The purpose of this storage area is to store such items as recreational vehicles, boats, and trailers. The storage area shall be paved and enclosed by a solid wall or durable view-obscuring fence that is at least six (6) feet in height.
- k. Recreational vehicles, boats, and trailers shall not be permitted on individual mobilehome spaces, interior streets, or parking spaces designated for automobile parking.
- l. Each mobilehome park shall have a landscaped area, served by an automatic irrigation system, of no less than fifteen (15) feet between the property line and the required perimeter wall if adjoining a public or private street. Where a property line is not adjacent to a public or private street, a perimeter wall shall be provided along said property line.
- m. Except where otherwise required, a perimeter wall shall be no less than six (6) feet in height. Where there is a difference in elevation on opposite sides of a wall, the height shall be measured from the exterior side of said wall. The following design elements shall be incorporated into all perimeter walls:
  - 1) The wall shall consist of concrete, stone, bricks, tile or a similar type of masonry material and shall be at least four (4) inches thick.
  - 2) Berms, if incorporated into the project, shall be constructed of earthen materials and shall be landscaped and provided with an automatic irrigation system.
- n. Perimeter yard walls and landscaping shall be limited to a height of forty (40) inches within five (5) feet on either side of street openings for non-vehicular traffic and within ten (10) feet on either side of street openings for vehicular traffic.
- o. Adjoining streets shall be improved, as required by the Public Works Director and City Engineer, to include all or any of the following: curb, gutters, street paving, sidewalks, and street lighting. This requirement shall include preparation of street improvement plans and any other engineering deemed necessary by the Public Works Director and City Engineer.
- p. All utility lines, including water, sewer, electric, gas, telephone, and television distribution systems shall be placed underground.
- q. Trash storage areas shall be provided as follows:
  - 1) Every mobilehome space shall have individual curb site pick-up, or
  - 2) If common trash facilities are used, they shall be contained within an enclosed masonry structure no less than six (6) feet in height.

- r. Adequate lighting shall be provided throughout a mobilehome park to ensure for pedestrian and vehicular safety and to minimize potential security problems.
- s. Each mobilehome space shall be numbered, lettered or identified in such a manner as to be clearly visible from the street. A map and directory of the mobilehome park shall be installed near the primary access drive. Said map and directory shall be equipped with a lighting system adequate for nighttime visibility.

## 6.11.180

NOISE HAZARDS

- 1. Intent
  - a. Noise hazard provisions are intended to protect public health and safety by identifying high noise areas in the City and establishing regulations to mitigate those identified high noise levels.
  - b. The noise hazard provisions shall be applied to those areas where the projected Community Noise Equivalency Level (CNEL) is sixty-five (65) decibels (65 dB(A)) or greater.
- 2. Development Standards
  - a. When a land use application or development permit is proposed within the 65 dB CNEL noise contour and such a proposed use or noise associated with such a use is adjacent to a residential zone district or residential use, the following standards shall apply:
    - 1) Noise levels shall be identified. An acoustical report shall be performed to identify noise impacts and any recommendation for noise attenuation or other mitigation measures to be incorporated into the design standards or conditions of approval as applicable.
    - 2) Interior noise levels in residences dwelling units and educational institutions shall not exceed forty-five (45) dB(A) CNEL emanating from sources outside of the affected building.
    - 3) Exterior noise levels in residential land use areas shall not exceed sixty-five (65) dB(A) CNEL.
    - 4) Ability to mitigate exterior noises to the levels of sixty-five (65) dB(A) CNEL shall be considered by the reviewing authority when determining the actual CNEL level with which the land uses must comply.
    - 5) In areas where noise exceeds the noise standard, steps shall be taken to mitigate noise levels. An acoustical report identifying mitigation measures shall be required and reviewed by Environmental Health Services Department prior to issuance of any required development permits or approval of land use applications.
  - b. All other structures shall be sound attenuated against the combined input of all present and projected exterior noise to not exceed the following criteria.

Typical Uses	12-Hour Equivalent (Sound Level) (Interior) dB(A) CNEL
Educational Institutions, Libraries, Churches	45 dB(A)
General Office, Reception	50 dB(A)
Retail Stores, Restaurants	55 dB(A)
Other Areas for Manufacturing Assembly, Test, Warehousing	65 dB(A)

- c. In addition, the average of the maximum levels on the loudest of intrusive sounds occurring during a 24-hour period shall not exceed 65 dB(A) interior.

#### 6.11.190 OFF-SITE IMPROVEMENTS

The City shall require, as a condition of approval, the dedication of improvements such as rights-of-way, easements, and the construction of reasonable off-site improvements when required by any City ordinance, resolution, or standard in conjunction with the parcel(s) being developed or created.

#### 6.11.200 PARK AND RECREATION FACILITIES

The City may, as established by the Open Space and Conservation Element of the General Plan and this Title, require, as a condition of approval for development projects, the payment of fees and/or dedication of land for the provision of neighborhood or community parks and/or recreational facilities. The General Plan establishes the ultimate proportion of three (3)0 acres of neighborhood park, community park, and recreational facilities per 1,000 persons residing in the City.

##### 1. Definitions

For the purposes of this subsection, the number of actual or potential dwelling units created by a subdivision or development shall be as follows:

- a. One dwelling unit per unit approved.
- b. Where the number of units to be built in a multi-family residential district is unknown, the maximum number of dwelling units allowed under that zone classification shall be used.
- c. For a condominium project, the number of dwelling units created shall be the number of condominium units approved.

##### 2. Exemptions

This Section shall not apply to the following subdivisions:

- a. Commercial or industrial developments.

- b. Condominium projects or stock cooperatives, which consist of the subdivision of air space in an existing apartment building that is more than five (5) years old and in which no new dwelling units have been added by the subdivision.
  - c. Subdivisions containing less than five (5) parcels and not used for residential purposes, provided, however, that a condition of approval shall be placed on those maps stating that if a building permit is requested for the construction of a residential structure or structures on one or more of the parcels within four (4) years after recordation of the subdivision map, the fees shall be paid by the owner of each parcel as a condition to the issuance of such permit.
3. Dedication Requirements
- a. Whenever a tentative tract map or other residential project, which is subject to the provisions of this subsection, is submitted to the Planning Department, the submittal shall be accompanied by a written statement from the applicant stating whether the applicant intends to dedicate land and/or pay fees in lieu thereof for park and recreational purposes. If the applicant intends to dedicate land for this purpose, such area shall be shown on the proposed tentative tract map, or site plan. If fees are to be paid, the conditions of approval shall specify the amount of fees to be paid to the City and shall include the schedule for such payment. Dedications of park land shall be reviewed and, if acceptable, approved by the City Council.
  - b. Land shall be conveyed fee simple to the City by grant deed, free and clear of all encumbrances except for those encumbrances which will not interfere with the use of the property for its intended purposes and which the City agrees to accept. All deeds shall be delivered to the City before the approval of the final map, or as required by the final conditions of approval if no final map is required.
  - c. Deeds for park land dedications shall be returned to the developer, project applicant or developer, as applicable, upon:
    - 1) Withdrawal of a final map, if a final map is required or
    - 2) Withdrawal of the application for the development permit by the applicant.
- Deeds shall be returned under the circumstances described above within a reasonable time period, not to exceed ninety (90) days from date of withdrawal or disapproval, or as otherwise established by City Ordinance.
- d. Deeds shall be recorded by the City upon recordation of the final map or at the discretion of the City Clerk if no final map is recorded.
  - e. Deeds shall not be accepted for the dedication of park land unless accompanied by a title insurance policy, secured by and at the expense of the grantor, in an amount equal to the land dedicated.
  - f. When required, fees shall be paid at such time as established by conditions of approval for a project. Payment may be required prior to approval of a final map if the fees are to reimburse the City for expenditures previously

made or for an account which has been established wherein the City has adopted a proposed construction schedule or plan.

- g. Whenever land has been conveyed or fees paid to the City, as a condition of approval of a subdivision, and a final map for the subject subdivision is not recorded, or, if recorded, the land is thereafter reverted to acreage, the City may, at its option, either reconvey all land dedicated to it, repay all fees paid without interest, allow the developer a credit for any land dedicated or fees paid to be applied only to a new subdivision on the same property, or make other mutually agreeable arrangements with the developer.

4. Determination of Land Dedication and Payment of Fees

When conditions of approval for a subdivision or other residential development, subject to the provisions of this Section, require dedication of land and/or payment of fees, the conditions shall be based on the following:

- a. The natural features of the area, available access, location, size and shape of the land available for dedication, feasibility of dedication, location of existing and proposed park sites and trailways, and the compatibility of the dedication with the General Plan.
- b. Whenever the actual amount of land to be dedicated is less than the amount of land required to be dedicated, the developer shall pay fees for the value of any additional land that otherwise would have been required to be dedicated.
- c. The amount and location of the land to be dedicated or the fees to be paid shall bear a reasonable relationship to the use of the park and recreational facilities by the future inhabitants of the subdivision or other residential development.
- d. The amount of land to be dedicated or fees paid shall be based on the residential density of the subdivision. The residential density shall be determined by multiplying the number of dwelling units of the subdivision by the number of persons per unit by the ratio which the number of acres of park land is required for each 1,000 persons (i.e., .0025). The average number of persons per unit shall be the most recent such average established by the Department of Finance of the State of California or by Kern Council of Governments.
- e. Whenever land is dedicated pursuant to this subsection, the developer may be required to provide the following for the benefit of the land dedicated:
- 1) Full street improvements and utility connections including, but not limited to: curbs, gutters, sidewalks, relocation or under grounding of existing public utility facilities, street paving, traffic control devices, and street trees.
  - 2) Block wall fencing, masonry wall, or some other material approved by the Planning Director.
  - 3) Improve drainage through the park site.
  - 4) Minimal physical improvements, not including recreational facilities, building or equipment, which the Public Works Director and City

Engineer determines are necessary for acceptance of the land for park and recreational purposes.

- 5) Access to the park and recreational facilities from an existing or proposed public street, unless the Public Works Director and City Engineer determines that such access is unnecessary for maintenance of the park areas or use of the park by the residents of the area.
- 6) Grading and drainage improvements, irrigation, and planting improvements as required by this Title. All land to be dedicated and improvements to be made shall be approved by the Public Works Director and City Engineer prior to final approval or disapproval of a subdivision or development plan by the City.
- 7) No grading, drainage, irrigation, planting, street or utility improvements required under this subsection shall be eligible for a credit against the land to be dedicated or fees paid under the provisions of this Ordinance.
- 8) Whenever a fee is to be paid, in lieu of the dedication of land, the following provisions shall apply:
  - a) The fee shall be established by resolution of the City Council. Said fee shall bear a reasonable relationship to the value of land which would otherwise be required if land dedication were being made.
  - b) Whenever fees are paid pursuant to this Section, the City shall deposit them into a separate park fund. All fees paid may be used only for the purpose of developing new or rehabilitating existing neighborhoods, community parks, or recreational facilities to serve the subdivision. The development of new park and recreational facilities includes, but is not limited to, the acquisition of land for neighborhood or community parks for recreational purposes. Fees shall be expended for use only within the boundaries of the City.
  - c) The developer may receive a credit against fees as follows:
    - (1) A credit may be given against the requirements for the payment of fees or the dedication of land required by this subsection for the reasonable value of park and recreation improvements provided by the developer, if approved and accepted by the City. The amount of the credit shall be determined prior to the approval or conditional approval of a tentative map or equivalent for other residential projects not involving a subdivision.
    - (2) A credit may be given where private areas for park and recreational purposes are provided in a subdivision or other residential development, when such areas are for active recreational uses, are to be privately owned, and are to be maintained in common by the future owners(s) of the development. Upon approval by the City, such areas may be credited against a maximum fifty (50) percent of the requirement of land dedication or fees. Approval of

such credits shall be based on a determination by the City that it is in the public interest to allow such credits, and that all of the following standards have been met or will be met prior to approval of the final map or development permit:

- (a) That yards, court areas, setbacks, and other open space areas, which are required to be established and maintained by other provisions of this Title, are satisfactorily incorporated into the project design; and
  - (b) That evidence is provided that the private ownership and maintenance of the area will be adequately provided for by recorded written agreement, covenants or restrictions; and
  - (c) That the use of the private area is restricted to park and recreational purposes by an open space easement or other instrument in favor of, or enforceable by the City; and
  - (d) That the proposed private area is reasonably adaptable for use for park or recreational purposes, taking into consideration such factors as size, shape, topography, geology, access, and location; and
  - (e) That the private recreational areas can be utilized by project residents in a manner which would reduce the need for public recreational facilities in proportion to the requested park land credit.
- 9) Land which has been dedicated and accepted by the City may be sold by the City if a developer has not begun substantial construction within two (2) years following recordation of a final map or final approval of a project other than a subdivision, provided the City determines that another site would be more suitable for park or recreational facilities. In that situation, the proceeds from the sale of the dedicated land must be used for the purchase or improvement of the more suitable site.
- 10) All fees collected pursuant to this subsection shall be committed by the City to develop park or recreation facilities to serve residents of the subdivision or other residential development if a subdivision is not involved.
- 11) The commitment required by Section 66477 (f) of the Government Code for using fees collected by the City pursuant to this subsection shall be the applicable annual budget of the City unless the City adopts a separate schedule.

## 6.11.210

**PARKING REQUIREMENTS**

Off-street parking facilities shall be provided in accordance with the provisions of Chapter 6.14 of this Title.

## 6.11.220

PERMITTED OUTDOOR USES

1. When identified as a permitted use or a use permitted subject to an approved conditional use permit in the zone district in which outdoor uses are to be located, the following uses may be permitted outside of an enclosed building, provided they are located entirely on private property. No other outdoor uses shall be allowed unless permitted under the express provisions of Section 6.11.220 of this Chapter.
  - a. Drive-in and drive-through restaurants.
  - b. Patio tables, chairs, umbrellas, and similar outdoor accessories used in connection with a restaurant business which does not impede pedestrian or vehicular circulation.
  - c. Outdoor vending machines or displays, including weighing scales, when accessory to a business conducted within a building.
  - d. Lumber/material yards in conjunction with a principal retail store and contractor supply yards provided the outdoor storage is screened from view from a public street as approved by the Planning Department.
  - e. Border materials, flower pots, trellises and the like, provided they are accessory to an established business.
  - f. Automobile dealership sales, leasing, and rental display and automobile storage lots.
  - g. Dealership sales leasing, and rental display of mobilehomes, farm equipment, recreational vehicles, travel trailers, motorcycles, and boats. Additionally, outdoor storage of materials and product is permitted if said storage of materials and product is completely screened from view from the public right-of-way and from adjacent properties. Said screening shall be subject to approval by the Planning Director and shall conform to the provisions of Section 6.2.90 (Design Review) of this Title.
  - h. Temporary Christmas trees sales.
  - i. Recycling facilities.
  - j. Other uses determined by the Planning Commission to be similar to and no more objectionable than those uses listed above in accordance with the provision of Section 6.1.90 of this Title.
2. An outdoor use, which is not specifically listed as a permitted outdoor use in Section 6.11.220.1 of this Chapter and which became a nonconforming use after the effective date of this Title (Zoning Ordinance), shall be removed or made to conform to the provisions of this Chapter.
  - a. Within thirty (30) days after the effective date of Section 6.11.220.1 and 6:11.220.2 of this Chapter, the Code Enforcement Officer shall commence giving written notice to the owners of nonconforming outdoor uses informing them of the nature of the nonconformity, their responsibilities, and the City's intent to enforce this subsection. Following such notice, nonconforming outdoor uses shall be removed or made to conform to the provisions of this subsection within one-hundred eighty (180) days.

- b. Enforcement of this subsection shall be in accordance with the provisions of Section 6.1.40 of this Title and the General Penalty imposed in enforcement of this subsection shall be in accordance with the provision of Section 6.1.50 of this Title.

**6.11.230 PUBLIC ACCESS TO OPEN SPACE AND RECREATION AREAS**

In any subdivision, or other development application, wherein any parcel of land borders a public open space or recreational area, pedestrian access to such areas shall be dedicated or permanently preserved.

**6.11.240 RESERVATION OF LANDS FOR PUBLIC FACILITIES**

1. The City may require that areas of real property within a subdivision or other residential, commercial, or industrial development be reserved for parks and recreational facilities, fire stations, libraries, or other public uses such as, but not limited to, domestic water and sewage facilities subject to the following conditions.
  - a. The proposed use of the land reserved is in accordance with General Plan policies and standards, any adopted specific plans, and all provisions of this Title.
  - b. The reserved area is of such size and shapes as to permit the balance of the property, within which the reservation is located, to be developed in an orderly and efficient manner.
  - c. The amount of land reserved will not make development of the remaining land held by the developer economically unfeasible.
2. The City shall, at the time of approval of a final map, parcel map, or approval of other residential, commercial, or industrial development, enter into a binding agreement to acquire such reserved area within two years after the completion and acceptance of all improvements, unless such period of time is extended by mutual agreement. The purchase price shall be the market value thereof at the time of filing the tentative map, or other development request, plus the taxes against such reserved area from the date of the reservation and any other costs incurred by the developer in the maintenance of such reserved area, including interest costs incurred on any loan covering such reserved area. If the City fails to enter into such a binding agreement, the requirement of reservation shall automatically terminate.

**6.11.250 REFLECTIVE MATERIAL**

Roofing materials which will be visible to the public from adjacent streets or property shall be of a non-reflective composition.

**6.11.260 RELOCATED STRUCTURES**

1. Structures may be relocated from one parcel to another subject to the following requirements:
  - a. Upon relocation of a structure to a new parcel, the parcel, including the relocated structure, shall comply with all regulations of this Title including all development standards, regulations, and restrictions for the use and the district in which the structure is to be relocated, including but not limited by this reference to building height, setback, parcel coverage, and unit density requirements.

- b. The structure proposed to be moved or relocated shall be placed and, if necessary reconstructed, in the district within which it is to be located under all existing standards, regulations and restrictions.
- c. Construction of residential structures proposed to be moved or replaced shall commence within thirty (30) days, and shall be completed within three hundred sixty-five (365) days, of the date the structure is relocated onto the property.
- d. Prior to issuance of a building permit, a "Notice of Intent to Relocate" form, approved by the Building Official, shall be posted on the property proposed to contain the relocated structure for a minimum period of one (1) week

## 6.11.270

**RIGHT TO FARM PROVISIONS**

## 1. Intent

It is the intent of this Section to conserve, protect, and encourage the development, improvement, and continued viability of agricultural land and industries for the long-term production of food and other agricultural products; support the economic well-being of the City's residents; balance the rights of farmers to produce food and other agricultural products with the rights of non-farmers who own, occupy, or use land within or adjacent to agricultural areas; and reduce the loss to the City of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance.

## 2. Applicability

All agricultural activities, operations, facilities, or appurtenances thereof shall comply with the provisions of this Chapter and with the applicable provisions of the zone district in which the land use is located.

## 3. Protection from Nuisance

- a. No agricultural activity, operation, facility, or appurtenances thereof shall be, or become a nuisance if the following standards are met:
  - 1) The agricultural use is conducted or maintained for commercial purposes; and
  - 2) The agricultural use is conducted in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations in the same locality; and
  - 3) The agricultural use has been in operation for more than three (3) years and was not a nuisance at the time it began.
- b. This Section shall not invalidate any provision contained in the Government Code of the State of California associated with agricultural activities, if such activities, operation, facility, or appurtenances thereof, constitutes a nuisance, public or private, as specifically defined or described in any such provision.
- c. This Section is not to be construed to modify or abridge State law, as set out in the California Civil Code relative to nuisances, but rather to be utilized in

the interpretation and enforcement of the provisions of City ordinances and regulations.

4. Notice to Buyers of Land

The Planning Director shall cause the following notice to be included on any proposed land division that lies partly or wholly within or within three hundred (300) feet of any land zoned for primarily agricultural purposes:

- a. Lot(s) No. \_\_\_\_\_, as shown on this map, is (are) located partly or wholly within, or within three hundred (300) feet of land zoned primarily for agricultural purposes by the City of Taft. It is the declared policy of the City of Taft that no agricultural activity, operation, facility, or appurtenances thereof, conducted or maintained for commercial purposes within the City of Taft and conducted in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations in the same locality shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than three (3) years, if it was not a nuisance at the time it began. The term "agricultural activity, operation, facility, or appurtenances thereof" includes, but is not limited to: the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity, including apiculture, horticulture, the raising of livestock, fur bearing animals, fish or poultry; and any practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market.
- b. The Public Works Director and City Engineer shall cause the notice described in subsection (a) to be included on any final land division proposed for recordation that lies partly or wholly within, or within three hundred (300) feet of any land zoned for agricultural purposes.

6.11.280

**SCENIC RESOURCES**

1. Intent

The scenic resources regulations are intended to establish development standards that protect, preserve and enhance the aesthetic resources of the City by incorporating *design considerations* which minimize interference with the preservation of unique natural resources, roadside views and scenic corridors. It is also the intent of the Scenic Resources regulations to implement state and federal programs and regulations regarding scenic highway routes.

2. Location Requirements

The Scenic Resources regulations may be applied to the following areas:

- a. Areas with unique views of mountain and valley areas or any other aesthetic natural land formations.

3. Development Standards

- a. When a land use is proposed within a scenic area, the following criteria shall be used to evaluate the project compliance with the intent of the district:

- 1) Building and Structure Placement

The building and structure placement shall be compatible with and shall not detract from the visual setting or obstruct significant views.

2) Setbacks

Intensive land development proposals, including, but not limited to, residential facilities, commercial, and industrial activities shall be designed to blend into the natural landscape and maximize visual attributes of the natural vegetation and terrain. The design of such development proposals shall also provide for maintenance of a natural open space parallel to the right-of-way. This represents the visible land area outside the highway right-of-way which may be described as the "view from the road."

3) Access Drives

Right-of-way access drives shall be minimized. Developments involving concentrations of commercial activities shall be designed to function as an integral unit with common parking and right-of-way access drives when feasible.

4) Roads, Pedestrian Walkways, Parking and Storage Areas

Large scale development shall restrict the number of access points by providing common access roads. Parking and outside storage areas shall be screened from view, to the maximum extent feasible from adjacent scenic or recreational resources by placement of buildings and structures, or by landscaping and plantings.

5) Above Ground Utilities

Utilities shall be constructed and routed underground except in those situations where natural features prevent the underground routing or where safety considerations necessitate above ground construction and routing. Above ground utilities shall be constructed and routed to minimize detrimental effects on the visual setting of the designated area. Where practical, above ground utilities shall be screened from view from adjacent scenic or recreational resources by placement of buildings and structures.

6) Grading

The alteration of the natural topography of the site shall be minimized and shall, to the extent feasible and practical, avoid detrimental effects to the visual setting of the designated area and the existing natural drainage system.

7) Storage Areas

Outside storage areas associated with commercial or industrial activities shall be completely screened, in a manner approved by the Planning Department, from view from the right-of-way with landscaping and plantings.

## 6.11.290

**SCREENING REQUIREMENTS**

## 1. Screening of Commercial and Industrial Uses

- a. Wherever any building or structure is erected or enlarged on any property which is zoned for commercial or industrial purposes and abuts a residentially zoned parcel, screening shall be erected and maintained along the property line(s) abutting the residential zone(s).
- b. The screening between commercial or industrial zoned districts and adjacent existing or planned residential uses shall consist of a decorative masonry wall sufficient for sound attenuation, and shall have a minimum height of six (6) feet on the commercial side of the wall, except for front yard or street side yard setback area of the existing or planned residential uses, where it will be reduced to forty (40) inches in height.

## 2. Screening of Storage Areas

Where permitted, all outdoor storage of materials, wares, crates, bottles, or similar items necessary to, or part of a permitted land use within an industrial, commercial, or special district shall be screened from view on at least three (3) sides by a solid opaque impact-resistant wall not less than five (5) feet in height, and on the fourth side by a solid opaque impact-resistant gate not less than five (5) feet in height or, alternatively, such other material or design approved by the Planning Director.

## 3. Screening of Refuse Storage Areas

Outdoor trash receptacles for multiple family and nonresidential uses shall be of sufficient size to accommodate the trash generated by the uses on the parcel(s) being served. All outdoor storage of trash, garbage, refuse, and other items or material intended for discarding or collection shall be screened from public view on at least three (3) sides by a solid decorative wall not less than five (5) feet in height or, alternatively, such other material or design approved by the Planning Director. The fourth side shall contain an opaque gate maintained in working order and shall remain closed except when in use.

## 6.11.300

**SETBACK REQUIREMENTS**

Unless otherwise specified in this Chapter, Chapter 6.12 (Specific Use Development Standards), or Chapter 6.13 (Performance Standards), front, side, and rear setbacks for structures shall be maintained in accordance with the regulations of the district within which the structure is located.

## 6.11.310

**SIGNS**

Unless otherwise specified within Chapter 6.13 (Performance Standards) of this Title, signs shall comply with the provisions of Chapter 6.15 (Sign Requirements) of this Title.

## 6.11.320

**SOIL REPORTS**

1. A preliminary soils report, prepared by a civil engineer registered in the State of California, based upon adequate test borings, shall be required for every subdivision for which a final tract map is required, and may be required by the Public Works Director and City Engineer for other development applications. The

preliminary soils report requirement may be waived if the Public Works Director and City Engineer finds that sufficient knowledge exists as to the quality of the soils located on the development site.

2. In the event the preliminary soils report indicates the presence of *critically expansive soils* or other soils problems which, if not corrected, could lead to structural defects, a soils investigation of each lot, parcel, or building site in the subdivision or development may be required. Such soils reports must be performed by a civil engineer, registered in the State of California, who shall recommend a corrective action likely to prevent structural damage to each structure proposed to be constructed in the area where such an identified soils problem exists.
3. The subdivision, or other type of development, or any portion thereof where soil problems exist, may be approved by the Public Works Director and City Engineer if it is determined that a recommended action would prevent an occurrence of damage to any structure to be constructed and that the issuance of a building permit be subject to the inclusion of such recommended action(s) for the construction of each structure involved.
4. All soils reports prepared specifically for subdivisions shall be kept on file for public inspection by the City, pursuant to the provisions of Section 66434.5 of the Subdivision Map Act.
5. Final soils reports shall certify that all soils meet engineering requirements prior to issuance of any building permit.

## 6.11.330

**SOLAR ENERGY DESIGN**

1. Purpose and Intent

These provisions are intended to incorporate, to the extent feasible, passive heating and cooling opportunities into the design or modifications of residential, commercial, and industrial developments. They are further intended to ensure that solar energy systems in residential, commercial, and industrial areas do not detract from the appearance of the surrounding neighborhood.

2. Design Requirements

- a. Active Solar Design

Notwithstanding any provisions included in this Title related to screening roof-mounted equipment, the following standards shall apply to the design of all solar energy systems:

- 1) To the extent practical, roof-mounted solar collectors shall be placed in the location least visible from a public right-of-way without significantly reducing the operating efficiency of the collectors. Wall-mounted and ground-mounted solar collectors shall be screened from public view at street level.
- 2) When feasible, collectors shall be integrated into the design of a building. Structural support for the collectors shall be screened in a manner that is compatible with the design of the building.

- 3) Appurtenant equipment, including plumbing and related fixtures, shall be installed in an attic or basement, where feasible.
  - 4) Large accessory fixtures which must be exposed (e.g., storage tanks) shall be screened, where possible, through architectural features that harmonize with other design elements of the structure.
  - 5) Storage tanks shall not be located in any required front or side yards except as permitted by Section 6.11.30.1.c, and they shall be screened from view from any public right-of-way.
  - 6) Exterior collector surfaces shall have a matte finish, and shall be color-coordinated to harmonize with roof materials or other dominant colors of the structure.
  - 7) Any pool or spa facilities, other than those intended for a single family detached residence, shall be provided with a solar cover or solar water heating system.
3. Passive Solar Design in accordance with Section 66473.1 of the Subdivision Map Act
- a. The design of a subdivision for which a tentative map is required pursuant to Section 66426 of the Subdivision Map Act, or other development, shall provide, to the extent feasible, for future passive or natural heating or cooling opportunities in the development. Examples of passive or natural heating opportunities in subdivision design, or within other development include, but are not limited to:
    - 1) Design of lot size and configuration to permit orientation of structures in an east-west alignment for southern exposure.
    - 2) Design of lot size and configuration to permit orientation of a structure to take advantage of shade or prevailing breezes.
  - b. In providing for future passive or natural heating or cooling opportunities in the design of a subdivision or within other residential, commercial, or industrial development for which a subdivision is not involved, consideration shall be given to local climate, contour, configuration of the parcel to be developed, and to other design and improvement requirements. However, such provisions shall not result in reducing allowable densities or the applicable planning and zoning regulations in force at the time the tentative map or other development is filed.
  - c. The requirements of this Section do not apply to condominium projects which consist of the subdivision of airspace in an existing building when no new structures are added.

## 6.11.340

**SOLID WASTE REUSE AND RECYCLING REGULATIONS**

## 1. Purpose and Intent

Since January, 2000, California cities must divert fifty percent (50%) of all solid waste through source reduction, recycling, and composting activities, pursuant to Chapter 18, Part 3 of Division 30 of the Public Resources Code (California Solid Waste Reuse and Recycling Access Act of 1991). Diverting fifty percent (50%) of

all solid waste requires participation by residential, commercial, industrial, and public sectors.

The lack of adequate areas for collecting and loading recyclable materials that are compatible with surrounding land uses is a significant impediment to diverting solid waste and constitutes an urgent need for state and local agencies to address access to solid waste for source reduction, recycling, and composting activities. This Section has been developed to meet that need.

## 2. General Requirements

- a. Any new development project for which an application for a building permit is submitted shall include adequate, accessible, and convenient areas for collecting and loading recyclable materials.
- b. Any improvements for areas of a public facility used for collecting and loading solid waste shall include adequate, accessible, and convenient areas for collecting and loading recyclable materials.
- c. Any existing development project for which an application for a building permit is submitted for a single alteration which is subsequently performed that adds thirty percent (30%) or more to the existing floor area of the development project shall provide adequate, accessible, and convenient areas for collecting and loading recyclable materials.
- d. Any existing development project for which an application for a building permit is submitted for multiple alterations which are conducted within a twelve month period which collectively add thirty percent (30%) or more to the existing floor areas of the development project shall provide adequate, accessible, and convenient areas for collecting and loading recyclable materials.
- e. Any existing development project for which multiple applications for building permits are submitted for multiple alterations which are subsequently performed that collectively add thirty percent (30%) or more to the existing floor area of the development project shall provide adequate, accessible, and convenient areas for collecting and loading recyclable materials.
- f. Any existing development project occupied by multiple tenants, one of which submits an application for a building permit for a single alteration which is subsequently performed that adds thirty percent (30%) or more to the existing floor area of that portion of the development project which said tenant leases shall provide adequate, accessible, and convenient areas for collecting and loading recyclable materials. Such recycling areas shall, at a minimum be sufficient in capacity, number, and distribution to serve that portion of the development project which said tenant leases.
- g. Any existing development project occupied by multiple tenants, one of which submits an application for a building permit for multiple alterations which are conducted within a twelve (12) month period which collectively add thirty percent (30%) or more to the existing floor area of that portion of the development project which said tenant leases shall provide adequate, accessible, and convenient areas for collecting and loading recyclable materials. Such recycling areas shall, at a minimum be sufficient in capacity, number, and distribution to serve that portion of the development project which said tenant leases.



5. Additional Guidelines for Multiple Tenant Development Projects
  - a. Recycling areas shall, at a minimum, be sufficient in capacity, number, and distribution to serve that portion of the development project by the tenant(s) who submitted an application or applications resulting in the need to provide recycling area(s).
  - b. Dimensions of recycling areas shall accommodate receptacles sufficient to meet the recycling needs of that portion of the development project by the tenant who submitted an application or applications resulting in the need to provide recycling area(s).
  - c. An adequate number of bins or containers to allow for the collection and loading of recyclable materials generated by that portion of the development project by the tenant(s) who submitted an application or applications resulting in the need to provide recycling area should be located within the recycling area.
6. Location
  - a. Recycling areas shall not be located in any area required to be constructed or maintained as unencumbered, according to any applicable federal, state, or local laws relating to fire, access, building, transportation, circulation, or safety.
  - b. Any and all recycling areas shall be located so they are at least as convenient to those persons who deposit, collect, and load the recyclable materials placed therein as the location(s) where the solid waste is collected and loaded. Whenever feasible, areas for collecting and loading recyclable materials shall be adjacent to the solid waste collection areas.

## 6.11.350

**STORAGE**

The following outdoor storage regulations shall apply in addition to any other standards and requirements of the various districts established by this Title:

1. No sales, rentals, long-term storage, repair work, dismantling, or servicing of any motor vehicle, trailer, airplane, boat, loose rubbish, garbage, junk, or building materials shall be permitted in any front or street side yard of any property, except where such property is an automobile dealership or an automobile rental lot, in which case long term storage for purpose of sale or rental shall be permitted. Repair or servicing of any motor vehicle may occur provided that the work continues for a period not to exceed seventy two (72) hours. Long-term storage shall mean storage for a period of seventy two (72) or more consecutive hours.
2. In any residential district, no portion of any vacant or undeveloped parcel, or a parcel where no main building exists, shall be used for storage of the items listed above.
3. Building materials for use on the same parcel or building site may be stored on the parcel or building site during the time that a valid building permit is in effect for construction on the premises.

6.11.360 STREET LIGHTING AND TREE PLANTING

1. Street Lighting
  - a. The provision of street lights shall be required for all tentative tract maps and other residential, commercial, or industrial developments. Street lights shall be placed in accordance with improvement standards approved by City Council.
  - b. At a minimum, a developer of a residential, commercial, or industrial development shall construct or enter into an agreement to construct, prior to acceptance and approval of a final map or equivalent approval if a subdivision is not involved, a street lighting system of a utility-owned ornamental system consisting of standard ornamental electroliers customarily furnished by the utility or other design approved by the utility and the Public Works Director; or
  - c. The developer of a residential, commercial, or industrial development shall be liable for and shall pay charges of such utility attributable to such installation.
  - d. Installation of street lighting shall be underground and shall be in accordance with plans and specifications of or as approved by the serving utility and the Public Works Director and City Engineer.
2. Front Yard Tree Planting
  - a. All land divisions governed by this Section, or by Title X of the Municipal Code, shall be required to plant a minimum of one (1) tree per parcel frontage prior to final building inspection based on the following standards:
    - 1) Trees shall be chosen from the approved City of Taft Street Tree List for trees, shrubs, and ground covers. Each choice should reflect consideration of the geographic zone involved.
    - 2) Trees shall be located a minimum of ten (10) feet from driveways and from any public sidewalk.
    - 3) For corner lots, street trees shall be required on both street frontages, provided such planting does not interfere with sight distances and setbacks.
    - 4) Exceptions to street tree planting may be permitted by the Public Works Director in cul-de-sacs and on those lots where proper spacing is not possible. Requests for exception shall be made, in writing, to the Planning Director.
  - b. The proposed location of all street trees shall be indicated on the site plans submitted to the Public Works Director for comment and final approval.
  - c. All trees planted in the public right-of-way or closer than fifteen (15) feet to a public sidewalk, curb and gutter, and street shall require installation of a root barrier as approved by the Public Works Director.



**6.11.370**      **TRANSPORTATION CONTROL MEASURES**

## 1.    Intent

It is the intent of this Section, along with other provisions of this Title, to implement the transportation control measures called for in both the latest adopted San Joaquin Air Quality Management Plan and the latest adopted Federal Attainment Plan for Carbon Monoxide and green house gases as defined by the Environmental Protection Agency and the State of California.

## 2.    On-Site Pedestrian Walkways and Bicycle Pathways

All new non-residential and multi-family developments of ten (10) or more units shall provide on-site walkways and bicycle pathways connecting each building to adjacent public streets where feasible.

## 3.    Passenger Loading Facilities

All new non-residential and multiple-family developments of ten (10) or more units with at least one-hundred (100) parking spaces shall provide a minimum of one (1) passenger loading area equivalent to five (5) parking spaces in close proximity to the building entrances and located to avoid interference with on-site vehicle circulation.

## 4.    Vanpool Parking Facilities

All new non-residential developments with a minimum of one-hundred (100) spaces shall provide preferential vanpool parking facilities for a minimum of one (1) space which has a minimum vertical clearance of nine (9) feet for each one-hundred (100) parking spaces.

## 5.    Transit Improvements

All new non-residential and multiple-family developments, along existing or planned transit routes, shall provide transit improvements such as bus pullouts, bus pads, and bus shelters if determined necessary in consultation with Taft Area Transit, or other locally operated transit systems.

## 6.    Reduced Parking Requirements

Provisions shall be made by the Planning Commission for reduction of on-site parking space requirements for all new non-residential developments on a case by case basis when such developments are linked to other actions which reduce vehicle trips.

## 7.    Country Wide Bicycle Plan

The City shall consider participation in implementation of the Country Wide Bicycle Plan upon its adoption.

**6.11.380**      **UNDERGROUND UTILITIES**

## 1.    Requirement for Underground Installation of Utility Lines

All permits dealing with utility lines shall be consistent with all applicable State laws and regulations.

Except as provided in this Title, the following utility lines, existing and proposed, shall be installed underground in conjunction with new development projects. Said under grounding of utility lines shall include, but not be limited to, all new electrical distribution lines, existing electrical distribution lines of 34,500 Volts (V) or less, telephone, street light service lines, cable television and similar service wires or cable which:

- a. provides new service to the property being developed;
- b. are existing and located within the boundaries of the property being developed;
- c. are existing between the property line and the centerline of the peripheral streets of the property being developed; or
- d. are along the project perimeter boundary.

2. Responsibility for Compliance

Arrangements, including payment of all costs, for under grounding utility lines shall be made by the developer or owner of the property to be developed with the serving utility company(s). Under grounding of utility lines and structures may be done by the developer, or owner, with permission from the serving utility.

3. Timing of Compliance

Under grounding shall be completed:

- a. prior to the inspection approval of related street improvements; or
- b. prior to building occupancy if no related street improvements are required.

4. General Exceptions

The following exceptions shall apply:

- a. Temporary overhead utility lines including necessary service poles, wires, and cables may be permitted and installed to the satisfaction of the Building Official for the period during which authorized construction is continuing for which valid building permits have been issued. All temporary overhead utility lines shall be removed prior to the issuance of the Certificate of Occupancy.
- b. Appurtenances and associated equipment including, but not limited to, surface-mounted transformers, pedestal-mounted terminal boxes and meter cabinets, and concealed ducts in an underground system, may be placed above ground and installed to the satisfaction of the Public Works Director and City Engineer.
- c. In established residential areas where overhead utility lines presently exist along or near lot lines and where an in-fill single family dwelling unit is being developed on a single lot, or where an in-fill two family or duplex dwelling unit is being developed on a single lot, overhead utility lines may be permitted and installed to the satisfaction of the Public Works Director and City Engineer.

5. Exceptions Approved by the Public Works Director and City Engineer

The following further exceptions may apply, subject in each case to the specific written approval of the Public Works Director and City Engineer, and then only on the basis of a formal request detailing the reasons therefore:

- a. On developments consisting of three(3) lots or less that do not in total exceed one hundred and fifty feet (150') of frontage for residential, commercial, office professional, business park, public/institutional, or industrial development, the Planning Commission, on recommendation of the Public Works Director and City Engineer, may waive construction of underground utility lines along the peripheral streets or property lines, however, all on site utility service lines shall be installed underground. In such a situation, the developer or property owner shall deposit the cost, as determined by the Public Works Director and/or City Engineer, for undergrounding utility lines along the peripheral streets or property lines with the City for future undergrounding work to be done by the City.
- b. A new single family residence constructed in rural undeveloped areas where there are no existing utility lines within a quarter (1/4) mile radius. However, in such a situation, the developer or property owner shall deposit the cost as determined by the Public Works Director and City Engineer for undergrounding utility lines along the peripheral streets or property lines with the City for future undergrounding work to be done by the City.

6. Non Conforming Structures

Buildings and structures which, on the effective date of this Title or any subsequent amendments thereto, are nonconforming in regard to above ground on-site utility lines and structures, may continue to be used, altered or enlarged in the same manner, as if such nonconforming utility lines did not exist.

7. Appeals

An appeal, along with the appropriate fee, may be submitted to the City Council for the consideration of waiving all or portions of the requirements of this Section due to topographic conditions, soil or other factors that render undergrounding unreasonable or impractical. All appeals shall be in writing, and shall state the reason why undergrounding is unreasonable or impractical. Appeals shall include a preliminary estimate of cost, in writing, from the serving utility company(s).

6.11.390

**WATER EFFICIENT LANDSCAPE REQUIREMENTS (Ord. 778-10)**

1. Purpose and Intent

The California State Legislature has found:

- a. That the waters of the state are of limited supply and are subject to ever increasing demands;
- b. that the continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;

- c. that it is the policy of the State to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;
  - d. that landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development; and
  - e. that landscape design, installation, maintenance and management can and should be water efficient; and
  - f. that Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not and shall not extend to waste or unreasonable method of use.
2. Consistent with these legislative findings, the purpose of this ordinance is to:
- a. Promote the values and benefits of landscapes while recognizing the need to invest water and other resources as efficiently as possible;
  - b. establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects;
  - c. establish provisions for water management practices and water waste prevention for existing landscapes;
  - d. use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount;
  - e. promote the benefits of consistent landscape ordinances with neighboring local and regional agencies;
  - f. encourage the use economic incentives that promote the efficient use of water, such as implementing a tiered-rate structure; and
  - g. encourage cooperation between the City of Taft and local agencies to implement and enforce of this ordinance.

Note: Authority cited: Section 65593, Government Code. Reference: Sections 65591, 65593, 65596, Government Code.

### 3. Applicability

- a. After January 1, 2010, this ordinance shall apply to all of the following landscape projects:
  - 1) new construction and rehabilitated landscapes for public agency projects and private development projects with a landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check or design review;
  - 2) new construction and rehabilitated landscapes which are developer-installed in single-family and multi-family projects with a landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;

- 3) new construction landscapes which are homeowner-provided and/or homeowner-hired in single-family and multi-family residential projects with a total project landscape area equal to or greater than 5,000 square feet requiring a building or landscape permit, plan check or design review;
  - 4) existing landscapes limited to Sections 22, 23, and 24; and
  - 5) Cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections 8, 15, and 16; and existing cemeteries are limited to Sections 22, 23, and 24.
- b. This ordinance does not apply to:
- 1) registered local, state or federal historical sites;
  - 2) ecological restoration projects that do not require a permanent irrigation system;
  - 3) mined-land reclamation projects that do not require a permanent irrigation system; or
  - 4) plant collections, as part of botanical gardens and arboretums open to the public.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

### 3. Definitions.

The terms used in this ordinance have the meaning set forth below:

- a. "applied water" means the portion of water supplied by the irrigation system to the landscape.
- b. "automatic irrigation controller" means an automatic timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.
- c. "backflow prevention device" means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.
- d. "Certificate of Completion" means the document required under Section 13.
- e. "certified irrigation designer" means a person certified to design irrigation systems by an accredited academic institution a professional trade organization or other program such as the US Environmental Protection Agency's Water Sense irrigation designer certification program and Irrigation Association's Certified Irrigation Designer program.
- f. "certified landscape irrigation auditor" means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency's WaterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor program.
- g. "check valve" or "anti-drain valve" means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

- h. "common interest developments" means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.
- i. "conversion factor (0.62)" means the number that converts acre-inches per acre per year to gallons per square foot per year
- j. "drip irrigation" means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.
- k. "ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.
- l. "effective precipitation" or "usable rainfall" (Eppt) means the portion of total precipitation which becomes available for plant growth.
- m. "emitter" means a drip irrigation emission device that delivers water slowly from the system to the soil.
- n. "established landscape" means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.
- o. "establishment period of the plants" means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth.
- p. "Estimated Total Water Use" (ETWU) means the total water used for the landscape as described in Section 8.
- q. "ET adjustment factor" (ETAF) means a factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculation. For purposes of the ETAF, the average irrigation efficiency is 0.71. Therefore, the ET Adjustment Factor is  $(0.7) = (0.5 / 0.71)$ . ETAF for a Special Landscape Area shall not exceed 1.0. ETAF for existing non-rehabilitated landscapes is 0.8.
- r. "evapotranspiration rate" means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.
- s. "flow rate" means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.
- t. "hardscapes" means any durable material (pervious and non-pervious).
- u. "homeowner-provided landscaping" means any landscaping either installed by a private individual for a single family residence or installed by a licensed contractor hired by a homeowner. A homeowner, for purposes of this ordinance, is a person who occupies the dwelling he or she owns. This excludes speculative homes, which are not owner-occupied dwellings.
- v. "hydrozone" means a portion of the landscaped area having plants with similar water needs. A hydrozone may be irrigated or non-irrigated.
- w. "infiltration rate" means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

- x. "invasive plant species" means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. "Noxious weeds" means any weed designated by the Weed Control Regulations in the Weed Control Act and identified on a Regional District noxious weed control list. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.
- y. "irrigation audit" means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule.
- z. "irrigation efficiency" (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average irrigation efficiency for purposes of this ordinance is 0.71. Greater irrigation efficiency can be expected from well designed and maintained systems.
- aa. "irrigation survey" means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.
- bb. "irrigation water use analysis" means an analysis of water use data based on meter readings and billing data.
- cc. "landscape architect" means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.
- dd. "landscape area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).
- ee. "landscape contractor" means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.
- ff. "Landscape Documentation Package" means the documents required under Section 7.
- gg. "landscape project" means total area of landscape in a project as defined in "landscape area" for the purposes of this ordinance, meeting requirements under Section 2.
- hh. "lateral line" means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.
- ii. "local water purveyor" means any entity, including a public agency, city, county, or private water company that provides retail water service.
- jj. "low volume irrigation" means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

- kk "main line" means the pressurized pipeline that delivers water from the water source to the valve or outlet.
- ll "Maximum Applied Water Allowance" (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 8. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.
- mmm "microclimate" means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.
- nn "mined-land reclamation projects" means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.
- oo "mulch" means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.
- pp "new construction" means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.
- qq "operating pressure" means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.
- rr "overhead sprinkler irrigation systems" means systems that deliver water through the air (e.g., spray heads and rotors).
- ss "overspray" means the irrigation water which is delivered beyond the target area.
- tt "permit" means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.
- uu "pervious" means any surface or material that allows the passage of water through the material and into the underlying soil.
- vv "plant factor" or "plant water use factor" is a factor, when multiplied by  $ET_0$ , estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for low water use plants is 0 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the Department of Water Resources 2000 publication "Water Use Classification of Landscape Species".
- ww "precipitation rate" means the rate of application of water measured in inches per hour.
- xx "project applicant" means the individual or entity submitting a Landscape Documentation Package required under Section 7, to request a permit, plan check, or design review from the City. A project applicant may be the property owner or his or her designee.
- yy "rain sensor" or "rain sensing shutoff device" means a component which automatically suspends an irrigation event when it rains.

- zz "record drawing" or "as-builts" means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.
- aaa. "recreational area" means areas dedicated to active play such as parks, sports fields, and golf courses where turf provides a playing surface.
- bbb "recycled water", "reclaimed water", or "treated sewage effluent water" means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption
- ccc. "reference evapotranspiration" or "ET<sub>o</sub>" means a standard measurement of environmental parameters which affect the water use of plants. ET<sub>o</sub> is expressed in inches per day, month, or year as represented in Appendix A, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.
- ddd. "rehabilitated landscape" means any re-landscaping project that requires a permit, plan check, or design review, meets the requirements of Section 2, and the modified landscape area is equal to or greater than 2,500 square feet, is 50% of the total landscape area, and the modifications are completed within one year.
- eee. "runoff" means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.
- fff. "soil moisture sensing device" or "soil moisture sensor" means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.
- ggg "soil texture" means the classification of soil based on its percentage of sand, silt, and clay.
- hhh. "Special Landscape Area" (SLA) means an area of the landscape dedicated solely to edible plants, areas irrigated with recycled water, water features using recycled water and areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface.
- iii. "sprinkler head" means a device which delivers water through a nozzle.
- jjj. "static water pressure" means the pipeline or municipal water supply pressure when water is not flowing.
- kkk. "station" means an area served by one valve or by a set of valves that operate simultaneously.
- lll. "swing joint" means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.
- mmm. "turf" means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses
- nnn. "valve" means a device used to control the flow of water in the irrigation system.

- ooo. "water conserving plant species" means a plant species identified as having a low plant factor.
- ppp. "water feature" means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.
- qqq. "watering window" means the time of day irrigation is allowed.
- rrr. "WUCOLS" means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension, the Department of Water Resources and the Bureau of Reclamation, 2000.

Note: Authority Cited: Section 65595, Government Code. Reference: Sections 65592, 65596, Government Code.

#### 4. Provisions for New Construction or Rehabilitated Landscapes.

- a. The City may designate another agency, such as the West Kern Water District, to implement some or all of the requirements contained in this ordinance. The City may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### 5. Compliance with Landscape Documentation Package.

- a. Prior to construction, the City shall:
  - 1) provide the project applicant with the ordinance and procedures for permits, plan checks, or design reviews;
  - 2) review the Landscape Documentation Package submitted by the project applicant;
  - 3) approve or deny the Landscape Documentation Package;
  - 4) issue a permit or approve the plan check or design review for the project applicant; and
  - 5) upon approval of the Landscape Documentation Package, submit a copy of the Water Efficient Landscape Worksheet to the West Kern Water District.
- b. Prior to construction, the project applicant shall:
  - 1) submit a Landscape Documentation Package to the City.
- c. Upon approval of the Landscape Documentation Package by the City, the project applicant shall:
  - 1) receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion;

- 2) submit a copy of the approved Landscape Documentation Package along with the record drawings, and any other information to the property owner or his/her designee; and
- 3) submit a copy of the Water Efficient Landscape Worksheet to the West Kern Water District.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### 6. Penalties.

- a. The City may establish and administer penalties to the project applicant for non-compliance with the ordinance to the extent permitted by law.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### 7. Elements of the Landscape Documentation Package.

- a. The Landscape Documentation Package shall include the following six (6) elements:
  - 1) project information;
    - a) date
    - b) project applicant
    - c) project address (if available, parcel and/or lot number(s))
    - d) total landscape area (square feet)
    - e) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
    - f) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
    - g) checklist of all documents in Landscape Documentation Package
    - h) project contacts to include contact information for the project applicant and property owner
    - i) applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package".
  - 2) Water Efficient Landscape Worksheet;
    - a) hydrozone information table
    - b) water budget calculations
      - i. Maximum Applied Water Allowance (MAWA)
      - ii. Estimated Total Water Use (ETWU)
  - 3) soil management report;

- 4) landscape design plan;
- 5) irrigation design plan; and
- 6) grading design plan.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### 8. Water Efficient Landscape Worksheet.

- a. A project applicant shall complete the Water Efficient Landscape Worksheet which contains two sections (see sample worksheet in Appendix B):
  - 1) a hydrozone information table (see Appendix B, Section A) for the landscape project; and
  - 2) a water budget calculation (see Appendix B, Section B) for the landscape project. For the calculation of the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix A. For geographic areas not covered in Appendix A, use data from other cities located nearby in the same reference evapotranspiration zone, as found in the CIMIS Reference Evapotranspiration Zones Map, Department of Water Resources, 1999.
- b. Water budget calculations shall adhere to the following requirements:
  - 1) The plant factor used shall be from WUCOLS. The plant factor ranges from 0 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.
  - 2) All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.
  - 3) All Special Landscape Areas shall be identified and their water use calculated as described below.
  - 4) ETAF for Special Landscape Areas shall not exceed 1.0.
- c. Maximum Applied Water Allowance

The Maximum Applied Water Allowance shall be calculated using the equation:

$$MAWA = (ET_o) (0.62) [(0.7 \times LA) + (0.3 \times SLA)]$$

#### d. Estimated Total Water Use.

The Estimated Total Water Use shall be calculated using the equation below. The sum of the Estimated Total Water Use calculated for all hydrozones shall not exceed MAWA.

$$ETWU = (ET_o)(0.62) \left( \frac{PF \times HA}{IE} + SLA \right)$$

Where:

- ETWU = Estimated Total Water Use per year (gallons)  
 ET<sub>o</sub> = Reference Evapotranspiration (inches)  
 PF = Plant Factor from WUCOLS (see Section 491)  
 HA = Hydrozone Area [high, medium, and low water use areas] (square feet)

- SLA = Special Landscape Area (square feet)  
0.62 = Conversion Factor  
IE = Irrigation Efficiency (minimum 0.71)

#### 9. Soil Management Report.

- a. In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:
- 1) Submit soil samples to a laboratory for analysis and recommendations.
    - a) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
    - b) The soil analysis may include:
      - i. soil texture;
      - ii. infiltration rate determined by laboratory test or soil texture infiltration rate table;
      - iii. pH;
      - iv. total soluble salts;
      - v. sodium;
      - vi. percent organic matter; and
      - vii. recommendations.
  - 2) The project applicant, or his/her designee, shall comply with one of the following:
    - a) If significant mass grading is not planned, the soil analysis report shall be submitted to the City as part of the Landscape Documentation Package; or
    - b) If significant mass grading is planned, the soil analysis report shall be submitted to the City as part of the Certificate of Completion.
  - 3) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
  - 4) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the City with Certificate of Completion.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### 10. Landscape Design Plan.

- a. For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.
- 1) Plant Material

- a) Any plant may be selected for the landscape, providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance. To encourage the efficient use of water, the following is highly recommended:
    - i. protection and preservation of native species and natural vegetation;
    - ii. selection of water-conserving plant and turf species;
    - iii. selection of plants based on disease and pest resistance;
    - iv. selection of trees based on applicable City tree ordinances or tree shading guidelines; and
    - v. selection of plants from City and regional landscape program plant lists.
  - b) Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 11 a.2.d.
  - c) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. To encourage the efficient use of water, the following is highly recommended:
    - i. use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;
    - ii. recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure [e.g., buildings, sidewalks, power lines]; and
    - iii. consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
  - d) Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).
  - e) A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches.
  - f) The use of invasive and/or noxious plant species is strongly discouraged.
  - g) The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.
- 2) Water Features
- a) Recirculating water systems shall be used for water features.
  - b) Where available, recycled water shall be used as a source for decorative water features.
  - c) Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.

- d) Pool and spa covers are highly recommended.
- 3) Mulch and Amendments
- a) A minimum two inch (2") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.
  - b) Stabilizing mulching products shall be used on slopes.
  - c) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.
  - d) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 9).
- b) The landscape design plan, at a minimum, shall:
- 1) delineate and label each hydrozone by number, letter, or other method;
  - 2) identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;
  - 3) identify recreational areas;
  - 4) identify areas permanently and solely dedicated to edible plants;
  - 5) identify areas irrigated with recycled water;
  - 6) identify type of mulch and application depth;
  - 7) identify soil amendments, type, and quantity;
  - 8) identify type and surface area of water features;
  - 9) identify hardscapes (pervious and non-pervious);
  - 10) identify location and installation details of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Stormwater best management practices are encouraged in the landscape design plan and examples include, but are not limited to:
    - a) infiltration beds, swales, and basins that allow water to collect and soak into the ground;
    - b) constructed wetlands and retention ponds that retain water, handle excess flow, and filter pollutants; and
    - c) pervious or porous surfaces (e.g., permeable pavers or blocks, pervious or porous concrete, etc.) that minimize runoff.
  - 11) identify any applicable rain harvesting or catchment technologies (e.g., rain gardens, cisterns, etc.);
  - 12) contain the following statement: "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan"; and

- 13) bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code and Section 1351, Civil Code.

#### 11. Irrigation Design Plan.

- a. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.
- 1) System
    - a) Dedicated landscape water meters are highly recommended on landscape areas smaller than 5,000 square feet to facilitate water management.
    - b) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data shall be required for irrigation scheduling in all irrigation systems.
    - c) The irrigation system shall be designed to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
      - i. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
      - ii. Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
    - d) Sensors (rain, freeze, wind, etc.), either *integral* or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
    - e) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.
    - f) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable City code (i.e., public health) for additional backflow prevention requirements.
    - g) High flow sensors that detect and report high flow conditions created by system damage or malfunction are recommended.

- h) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.
- i) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.
- j) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.
- k) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 8 regarding the Maximum Applied Water Allowance.
- l) It is highly recommended that the project applicant or City inquire with the West Kern Water District about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.
- m) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.
- n) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.
- o) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.
- p) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to high traffic areas.
- q) Check valves or anti-drain valves are required for all irrigation systems.
- r) Narrow or irregularly shaped areas, including turf, less than eight (8) feet in width in any direction shall be irrigated with subsurface irrigation or low volume irrigation system.
- s) Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:
  - i. the landscape area is adjacent to permeable surfacing and no runoff occurs; or
  - ii. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
  - iii. the irrigation designer specifies an alternative design or technology, as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 11.a.1.h. Prevention of overspray and runoff must be confirmed during the irrigation audit.
- t) Slopes greater than 25% shall not be irrigated with an irrigation system with a precipitation rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

- 2) Hydrozone
  - a) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
  - b) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.
  - c) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf.
  - d) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:
    - i. plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
    - ii. the plant factor of the higher water using plant is used for calculations.
  - e) Individual hydrozones that mix high and low water use plants shall not be permitted.
  - f) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B Section A). This table can also assist with the irrigation audit and programming the controller.
- b. The irrigation design plan, at a minimum, shall contain:
  - 1) location and size of separate water meters for landscape;
  - 2) location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
  - 3) static water pressure at the point of connection to the public water supply;
  - 4) flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;
  - 5) recycled water irrigation systems as specified in Section 18;
  - 6) the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and
  - 7) The signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See Sections 5500 1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641 4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832 27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code

**12. Grading Design Plan.**

- a. For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other City permits satisfies this requirement.
  - 1) The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:
    - a) height of graded slopes;
    - b) drainage patterns;
    - c) pad elevations;
    - d) finish grade; and
    - e) stormwater retention improvements, if applicable.
  - 2) To prevent excessive erosion and runoff, it is highly recommended that project applicants:
    - a) grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
    - b) avoid disruption of natural drainage patterns and undisturbed soil; and
    - c) avoid soil compaction in landscape areas.
  - 3) The grading design plan shall contain the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan" and shall bear the signature of a licensed professional as authorized by law.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

**13. Certificate of Completion.**

- a. The Certificate of Completion (see Appendix C for a sample certificate) shall include the following six (6) elements:
  - 1) project information sheet that contains:
    - a) date;
    - b) project name;
    - c) project applicant name, telephone, and mailing address;
    - d) project address and location; and
    - e) property owner name, telephone, and mailing address;
  - 2) certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;

- a) where there have been significant changes made in the field during construction, these "as-built" or record drawings shall be included with the certification;
  - 3) irrigation scheduling parameters used to set the controller (see Section 14);
  - 4) landscape and irrigation maintenance schedule (see Section 15);
  - 5) irrigation audit report (see Section 16); and
  - 6) soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (see Section 9).
- b. The project applicant shall:
- 1) submit the signed Certificate of Completion to the City for review;
  - 2) ensure that copies of the approved Certificate of Completion are submitted to the West Kern Water District and property owner or his or her designee.
- c. The City shall:
- 1) receive the signed Certificate of Completion from the project applicant;
  - 2) approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the City shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### 14. Irrigation Scheduling.

- a. For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:
- 1) Irrigation scheduling shall be regulated by automatic irrigation controllers.
  - 2) Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the City or West Kern Water District, the stricter of the two shall apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
  - 3) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.
  - 4) Parameters used to set the automatic controller shall be developed and submitted for each of the following:
    - a) the plant establishment period;
    - b) the established landscape; and

- c) temporarily irrigated areas.
- 5) Each irrigation schedule shall consider for each station all of the following that apply:
- a) irrigation interval (days between irrigation);
  - b) irrigation run times (hours or minutes per irrigation event to avoid runoff);
  - c) number of cycle starts required for each irrigation event to avoid runoff;
  - d) amount of applied water scheduled to be applied on a monthly basis;
  - e) application rate setting;
  - f) root depth setting;
  - g) plant type setting;
  - h) soil type;
  - i) slope factor setting;
  - j) shade factor setting; and
  - k) irrigation uniformity or efficiency setting.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

**15. Landscape and Irrigation Maintenance Schedule.**

- a. Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the Certificate of Completion.
- b. A regular maintenance schedule shall include, but not be limited to, routine inspection; adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing and obstruction to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
- c. Repair of all irrigation equipment shall be done with the originally installed components or their equivalents.
- d. A project applicant is encouraged to implement sustainable or environmentally-friendly practices for overall landscape maintenance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

**16. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.**

- a. All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.
- b. For new construction and rehabilitated landscape projects installed after January 1, 2010, as described in Section 2:
  - 1) the project applicant shall submit an irrigation audit report with the Certificate of Completion to the

City that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule;

- 2) the City shall administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the Maximum Applied Water Allowance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### 17. Irrigation Efficiency.

- a. For the purpose of determining Maximum Applied Water Allowance, average irrigation efficiency is assumed to be 0.71. Irrigation systems shall be designed, maintained, and managed to meet or exceed an average landscape irrigation efficiency of 0.71.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### 18. Recycled Water.

- a. The installation of recycled water irrigation systems shall allow for the current and future use of recycled water, unless a written exemption has been granted as described in Section 18.b.
- b. Irrigation systems and decorative water features shall use recycled water unless a written exemption has been granted by the City and West Kern Water District stating that recycled water meeting all public health codes and standards is not available and will not be available for the foreseeable future.
- c. All recycled water irrigation systems shall be designed and operated in accordance with all applicable City and State laws.
- d. Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for Special Landscape Areas shall not exceed 1.0.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### 19. Stormwater Management.

- a. Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site retention and infiltration are encouraged.
- b. Project applicants shall refer to the City or Regional Water Quality Control Board for information on any applicable stormwater ordinances and stormwater management plans.
- c. Rain gardens, cisterns, and other landscapes features and practices that increase rainwater capture and create opportunities for infiltration and/or onsite storage are recommended.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### 20. Public Education.

- a. Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community.

- 1) The City or West Kern Water District shall provide information to owners of new, single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes.
  - b. Model Homes. All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this ordinance.
    - 1) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme.
    - 2) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### 21. Environmental Review.

- a. The City must comply with the California Environmental Quality Act (CEQA), as appropriate.

Note: Authority cited: Section 21082, Public Resources Code. Reference: Sections 21080, 21082, Public Resources Code.

#### 22. Provisions for Existing Landscapes.

- a. The City may designate the West Kern Water District to implement some or all of the requirements contained in this ordinance. The City may collaborate with the West Kern Water District to define each entity's specific responsibilities relating to this ordinance.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

#### 23. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.

- a. This section shall apply to all existing landscapes that were installed before January 1, 2010 and are over one acre in size.
  - 1) For all landscapes in Section 23.a that have a water meter, the City shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The Maximum Applied Water Allowance for existing landscapes shall be calculated as:  $MAWA = (0.8) (ET_o)(LA)(0.62)$
  - 2) For all landscapes in Section 23.a that do not have a meter, the City or the West Kern Water District shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.
- b. All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

**24. Water Waste Prevention.**

- a. The City shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures. Penalties for violation of these prohibitions shall be established locally.
- b. Restrictions regarding overspray and runoff may be modified if:
  - 1) the landscape area is adjacent to permeable surfacing and no runoff occurs; or
  - 2) the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

Note: Authority cited: Section 65594, Government Code. Reference: Section 65596, Government Code.

**25. Effective Precipitation.**

- a. The City may consider Effective Precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate Maximum Applied Water Allowance:

$$MAWA = (ET_o - Eppt) (0.62) [(0.7 \times LA) + (0.3 \times SLA)]$$

Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

**26. Evaluation of Landscape Plans.**

- a. All landscape projects shall be evaluated according to an objective point system. Points shall be awarded for each water-saving component of the plan as provided in this section. A minimum of eighty (80) points must be attained in the landscape planting category and one hundred twenty (120) points in the irrigation category for a total of two hundred (200) points for landscape project approval and permit issuance.
- b. Notwithstanding other provisions of this Title, for purposes of the approval of landscaping projects submitted pursuant to this section, the following point values which correspond to specific landscaping and irrigation techniques shall apply:

POINT VALUES FOR  
LANDSCAPING & PLANTING

Landscaping Planting: 120 Points Possible (40%)		Maximum Points
Water Conserving Plants Used:		
25 - 100% of total plant material count*		25 pts
25% or less of total count of water conserving plants used		0 pts
Plant groups by water needs		10 pts
Spacing of plants based on mature growth		10 pts
Low water turf type		15 pts
Soil amendment (healthy soil, use less water)		10 pts
Deep root water sleeve for trees		10 pts
Turf 30 - 75% of total landscape area**		20 pts
(Turf 100% of total landscape area)		0 pts
Hardscape of 20% of total		5 pts
Mulch 25 - 100% of total shrub area*		15 pts
Mulch 25% or less of total shrub area		0 pts
Landscape planting minimum requirements		80 pts

- \* Points allocated on a percentage basis
- \*\* Points allocated on a reverse percentage basis

Irrigation System: 180 Points Possible (60%)		Maximum Points
Low gallonage spray		40 pts
Drip/micro spray/bubbler		35 pts
Automatic controller		10 pts
Scheduling based on C.I.M.I.S. (California Irrigation Management Information System)		15 pts
Soil moisture sensors		15 pts
Rain sensors		15 pts
Sensitivity to slope factors (Head spacing and valving)		15 pts
Sensitivity to climatic factors		5 pts
Sensitivity to aspect (orientation N-S-E-W)		10 pts
Check valves		20 pts
Irrigation minimum requirements		120 pts

## Appendices.

Appendix A. Reference Evapotranspiration (ET<sub>o</sub>) Table.

County And City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET <sub>o</sub>
<b>KERN</b>													
Taft	1.3	1.8	3.1	4.3	6.2	7.3	8.5	7.3	5.4	3.4	1.7	1.0	51.2

The values in this table were derived from:

- 1) California Irrigation Management Information System (CIMIS);
- 2) Reference Evapotranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and
- 3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources
- 4) (1987) Bulletin 1922, 4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426

**Appendix B – Sample Water Efficient Landscape Worksheet.**

**WATER EFFICIENT LANDSCAPE WORKSHEET**

This worksheet is filled out by the project applicant and it is a required element of the Documentation Package.

Please complete all sections (A and B) of the worksheet.

**SECTION A. HYDROZONE INFORMATION TABLE**

Please complete the hydrozone table(s) for each hydrozone. Use as many tables as necessary to provide the square footage of landscape area per hydrozone.

Hydrozone*	Zone or Valve	Irrigation Method**	Area (Sq. Ft.)	% of Landscape Area
<b>Total</b>				<b>100%</b>

\*Hydrozone  
 HW= High Water Use Plants  
 MW= Moderate Water Use Plants  
 LW= Low Water Use Plants

\*\*Irrigation Method  
 MS = Micro-spray  
 S = Spray  
 R = Rotor  
 B = Bubbler  
 D = Drip  
 O = Other

SECTION B. WATER BUDGET CALCULATIONS

Section B1. Maximum Applied Water Allowance (MAWA)

The project's Maximum Applied Water Allowance shall be calculated using this equation:

$$MAWA = (ET_o) (0.62) [(0.7 \times LA) + (0.3 \times SLA)]$$

where:

- MAWA = Maximum Applied Water Allowance (gallons per year)
- ET<sub>o</sub> = Reference Evapotranspiration from Appendix A (inches per year)
- 0.7 = ET Adjustment Factor (ETAF)
- LA = Landscaped Area includes Special Landscape Area (square feet)
- 0.62 = Conversion factor (to gallons per square foot)
- SLA = Portion of the landscape area identified as Special Landscape Area (square feet)
- 0.3 = the additional ET Adjustment Factor for Special Landscape Area (1.0 - 0.7 = 0.3)

Maximum Applied Water Allowance = \_\_\_\_\_ gallons per year

Show calculations.

Effective Precipitation (E<sub>ppt</sub>)

If considering Effective Precipitation, use 25% of annual precipitation. Use the following equation to calculate Maximum Applied Water Allowance:

$$MAWA = (ET_o - E_{ppt}) (0.62) [(0.7 \times LA) + (0.3 \times SLA)]$$

Maximum Applied Water Allowance = \_\_\_\_\_ gallons per year

Show calculations.



**Section B2. Estimated Total Water Use (ETWU)**

The project's Estimated Total Water Use is calculated using the following formula:

$$ETWU = (ET_o)(0.62) \left( \frac{PF \times HA}{IE} + SLA \right)$$

where:

- ETWU = Estimated total water use per year (gallons per year)
- ET<sub>o</sub> = Reference Evapotranspiration (inches per year)
- PF = Plant Factor from WUCOLS (see Definitions)
- HA = Hydrozone Area [high, medium, and low water use areas] (square feet)
- SLA = Special Landscape Area (square feet)
- 0.62 = Conversion Factor (to gallons per square foot)
- IE = Irrigation Efficiency (minimum 0.71)

**Hydrozone Table for Calculating ETWU**

Please complete the hydrozone table(s). Use as many tables as necessary.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)	Area (HA) (square feet)	PF x HA (square feet)
			Sum	
	SLA			

Estimated Total Water Use = \_\_\_\_\_ gallons

Show calculations.

Appendix C – Sample Certificate of Completion.

CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Project Address and Location:

Street Address		Parcel, tract or lot number, if available.
City		Latitude/Longitude (optional)
State	Zip Code	

Property Owner or his/her designee:

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

\_\_\_\_\_

Property Owner Signature

Date

Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the City \_\_\_\_\_
2. Date the Landscape Documentation Package was approved by the City \_\_\_\_\_
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the West Kern Water District \_\_\_\_\_

**PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE**

"I/we certify that based upon periodic site observations, the work has been substantially completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*		Date	
Name (print)		Telephone No.	
		Fax No.	
Title		Email Address	
License No. or Certification No.			
Company		Street Address	
City	State	Zip Code	

\*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

**PART 3. IRRIGATION SCHEDULING**

Attach parameters for setting the irrigation schedule on controller per ordinance Section 14.

**PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE**

Attach schedule of Landscape and Irrigation Maintenance per ordinance Section 15.

**PART 5. LANDSCAPE IRRIGATION AUDIT REPORT**

Attach Landscape Irrigation Audit Report per ordinance Section 16.

**PART 6. SOIL MANAGEMENT REPORT**

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package per ordinance Section 9.

Attach documentation verifying implementation of recommendations from soil analysis report per ordinance Section 9.

**Appendix D. Maximum Allowed Water Allowance (Reference Section 8.c).**

The example calculations below are hypothetical to demonstrate proper use of the equations and do not represent an existing and/or planned landscape project. The ETo values used in these calculations are from the Reference Evapotranspiration Table in Appendix A, for planning purposes only. For actual irrigation scheduling, automatic irrigation controllers are required and shall use current reference evapotranspiration data, such as from the California Irrigation Management Information System (CIMIS), other equivalent data, or soil moisture sensor data.

- 1) Example MAWA calculation: a hypothetical landscape project in Fresno, CA with an irrigated landscape area of 50,000 square feet without any Special Landscape Area (SLA= 0, no edible plants, recreational areas, or use of recycled water). To calculate MAWA, the annual reference evapotranspiration value for Fresno is 51.1 inches as listed in the Reference Evapotranspiration Table in Appendix A.

$$MAWA = (ETo) (0.62) [(0.7 \times LA) + (0.3 \times SLA)]$$

MAWA = Maximum Applied Water Allowance (gallons per year)  
 ETo = Reference Evapotranspiration (inches per year)  
 0.62 = Conversion Factor (to gallons)  
 0.7 = ET Adjustment Factor (ETAF)  
 LA = Landscape Area including SLA (square feet)  
 0.3 = Additional Water Allowance for SLA  
 SLA = Special Landscape Area (square feet)  
 $MAWA = (51.1 \text{ inches}) (0.62) [(0.7 \times 50,000 \text{ square feet}) + (0.3 \times 0)] = 1,108,870 \text{ gallons/ year}$   
 To convert from gallons per year to hundred-cubic-feet per year:  $1,108,870/748$  is equal to 1,482 hundred-cubic-feet per year (110 cubic feet = 748 gallons)

- 2) In this next hypothetical example, the landscape project in Fresno, CA has the same ETo value of 51.1 inches and a total landscape area of 50,000 square feet. Within the 50,000 square foot project, there is now a 2,000 square foot area planted with edible plants. This 2,000 square foot area is considered to be a Special Landscape Area.

$$MAWA = (ETo) (0.62) [(0.7 \times LA) + (0.3 \times SLA)]$$

$$MAWA = (51.1 \text{ inches}) (0.62) [(0.7 \times 50,000 \text{ square feet}) + (0.3 \times 2,000 \text{ square feet})]$$

$$\approx 31.68 \times [35,000 + 600] \text{ gallons per year}$$

$$\approx 31.68 \times 35,600 \text{ gallons per year}$$

$$\approx 1,127,808 \text{ gallons per year or } 1,508 \text{ hundred-cubic-feet per year}$$

**Appendix E. Estimated Total Water Use (Reference Section 8.d).**

- 1) Example ETWU calculation: landscape area is 50,000 square feet; plant water use type, plant factor, and hydrozone area are shown in the table below. The ETo value is 51.1 inches per year. There are no Special Landscape Areas (recreational area, area permanently and solely dedicated to edible plants, and area irrigated with recycled water) in this example.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)*	Hydrozone Area (HA) (square feet)	PF x HA (square feet)
1	High	0.8	7,000	5,600
2	High	0.7	10,000	7,000
3	Medium	0.5	16,000	8,000
4	Low	0.3	7,000	2,100
5	Low	0.2	10,000	2,000
			Sum	24,700

\*Plant Factor from

WUCOLS

$$ETWU = (51.1)(0.62) \left( \frac{24,700}{0.71} + 0 \right)$$

= 1,102,116 gallons per year

Compare ETWU with MAWA: For this example MAWA = (51.1) (0.62) [(0.7 x 50,000) + (0.3 x 0)] = 1,108,870 gallons per year. The ETWU (1,102,116 gallons per year) is less than MAWA (1,108,870 gallons per year). In this example, the water budget complies with the MAWA.

- 2) Example ETWU calculation: total landscape area is 50,000 square feet, 2,000 square feet of which is planted with edible plants. The edible plant area is considered a Special Landscape Area (SLA). The reference evapotranspiration value is 51.1 inches per year. The plant type, plant factor, and hydrozone area are shown in the table below.

Hydrozone	Plant Water Use Type(s)	Plant Factor (PF)*	Hydrozone Area (HA) (square feet)	PF x HA (square feet)	*Plant Factor from
1	High	0.8	7,000	5,600	
2	High	0.7	9,000	6,300	
3	Medium	0.5	15,000	7,500	
4	Low	0.3	7,000	2,100	
5	Low	0.2	10,000	2,000	
			Sum	23,500	
6	SLA	1.0	2,000	2,000	

WUCOLS

$$ETWU = (51.1)(0.62) \left( \frac{23,500}{0.71} + 2,000 \right)$$

= (31.68) (33,099 + 2,000)  
= 1,111,936 gallons per year

Compare ETWU with MAWA. For this example:  
MAWA = (51.1) (0.62) [(0.7 x 50,000) + (0.3 x 2,000)]  
= 31.68 x [35,000 + 600]  
= 31.68 x 35,600  
= 1,127,808 gallons per year

The ETWU (1,111,936 gallons per year) is less than MAWA (1,127,808 gallons per year). For this example, the water budget complies with the MAWA.



**COMPENSATION METHOD AND TIMING:**

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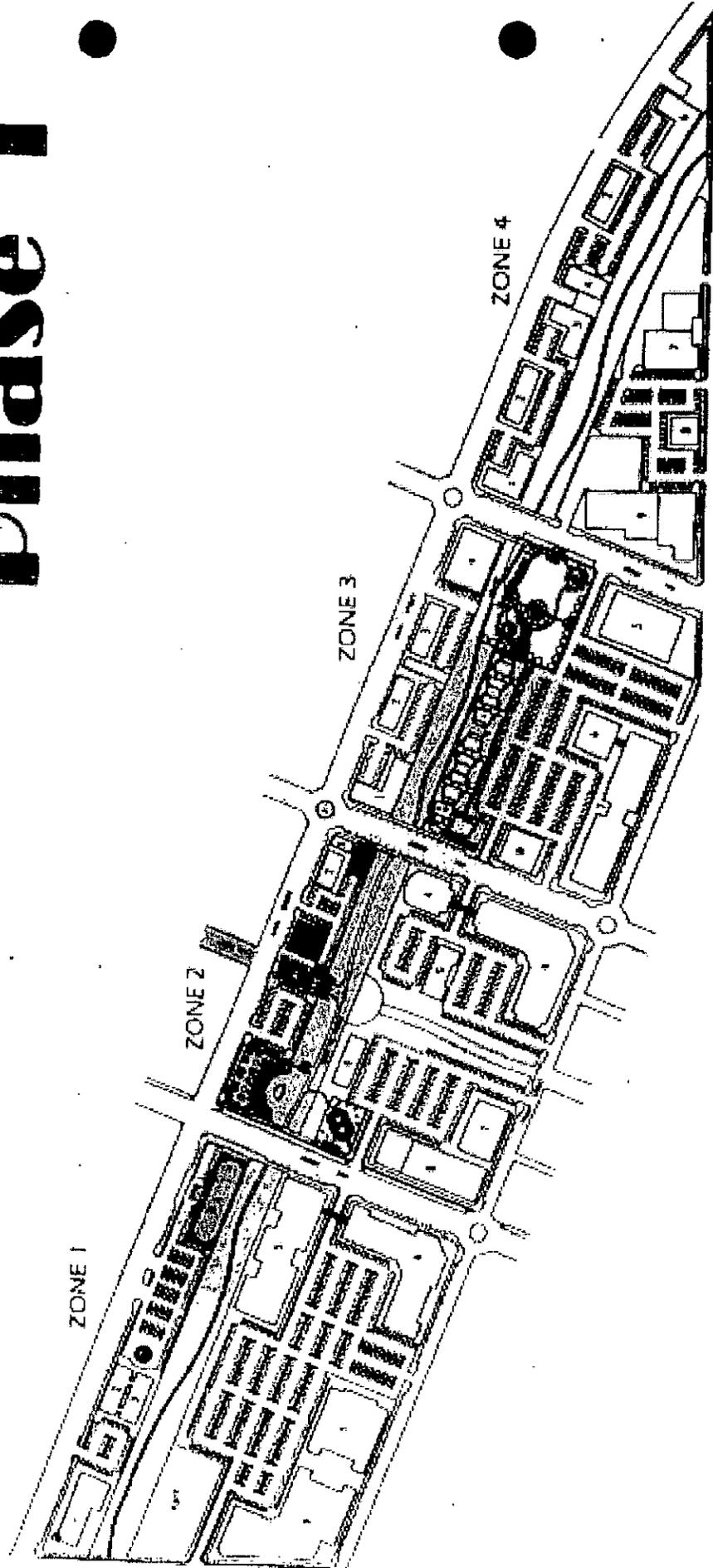
1. The developer or their assignee will pay the City \$1.20 per square foot for City land, at the time of title transfer from the developer to the end user, subject to the time limitation set forth in #4 below. If land is to be leased, instead of land sales, the method of reimbursement is set forth in #6 below.
2. Upon issuance of a building permit, the City shall transfer fee title to the developer or their assignee.
3. If the developer retains ownership and leases land/buildings to tenants, the developer will not be required to compensate the City for the cost of land until the developer transfers title of subject property to the third party, subject to the time limitation set forth in #4 below.
4. If City land has not been transferred to a third party within 10 years of building permit issuance on the subject property, the developer will be responsible for compensating the City for the subject property at the rate of \$1.20 per square foot of the parcel as defined on the building permit.
5. The developer shall have the right to make a special circumstances request, for either reduction or elimination of land cost compensation to the City.
6. If a proposed project is leased, then land compensation to the City shall be based upon the following repayment program:
  - If revenue from the project including Impact Fees, City development fees, and in addition to Property Tax and PILOT, Sales Tax and related secondary income revenues generated within a 5 year period after the Certificate of Occupancy is issued; exceeds the land cost calculated at \$1.20 per square foot by 100%, (that is, revenues to the City totaling not less than \$2.40 per square foot), then no additional land cost will be charged.
  - If revenue from the project including Impact Fees, City development fees, and in addition to Property Tax and PILOT, Sales Tax and related secondary income revenues generated within a 5 year period after the Certificate of Occupancy is issued; exceeds the land cost by not less than 50% but less than 100%, calculated at \$1.20 per square foot, (that is, revenues to the City totaling not less than \$1.80 per square foot but less than \$2.40 per square foot), then the land cost will be .60 cents per square foot.

- If revenue from the project including Impact Fees, City development fees, and in addition to Property Tax and PILOT, Sales Tax and related secondary income revenues generated within a 5 year period after the Certificate of Occupancy is issued; exceeds the land cost by not less than 25%, but less than 50%, calculated at \$1.20 per square foot, (that is, revenues to the City totaling not less than \$1.50 per square foot but less than \$1.80 per square foot), then the land cost will be \$0.90 cents per square foot.
- If revenue from the project (Property Tax and PILOT, Sales Tax, Impact Fees, City development fees and related secondary income generators) exceeds the land cost by less than 25%, (that is, revenues to the City totaling less than \$1.50 per square foot), calculated at \$1.20 per square foot, the land cost will be \$1.20 per square foot.

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**EXHIBIT 6**

# Phase 1



# SUNSET RAILS







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## EXHIBIT 7

# SUNSET RAILS: Target Dates

5-6-11

In order to set forth a realistic performance guide line that can be used to evaluate the progress of the Sunset Rails Redevelopment project and the Master Developer's performance, the following is presented as the standard for that evaluation:

- Adoption of DDA April 5, 2011
- Complete preparation of Draft Design Guidelines June 30, 2011
- Meet with West Side Chamber members First Wed. each month
- PC & CC Study session for Design Guidelines PC: 8-8-11 CC: 8-16-11
- Presentation of Final Land Use Plan PC: 8-8-11 CC: 8-16-11
- Identify Phase I Properties & Projects w/timelines May 31, 2011
- Initiate Phase I site analysis May 31, 2011
- Complete preparation of Economic Viability Study September 30, 2011
- Create Revenue and Expenditure Analysis August 31, 2011
- Complete preparation of Site Utility Evaluation Study January 1, 2012
- Meet with Perspective Users Ongoing
- Submit Application for Land Use and Zoning Amendments September 30, 2011
- Complete preparation of the Environmental Report January 10, 2012
- Submit Assisted Family Housing Application November 30, 2011
- Submit Motel/Hotel Application November 18, 2011
- Submit Restaurant Application November 18, 2011

- Initiate Interim Landscaping to future Amphitheater June 15, 2011
- Initiate Redevelop "Original Train Depot" November 21, 2011
- Initiate Construction of Motel/Hotel January 31, 2012
- Initiate Construction of Restaurant February 29, 2012

Desired Projects to be built during Phase I of the Sunset Rails:

- Assisted Family Housing Development
- Redevelopment of "Original Train Depot"
- Motel/Hotel
- First Restaurant
- Farmer's Market Area
- Completion of Design Guidelines

Desired Projects to be built during Phase II of the Sunset Rails:

- Target date for Initiating Phase II objectives is January 1, 2015
- Entertainment Use (Bowling Alley / Movie Theater) (Phase I if possible)
- 10,000 square feet of Retail service uses
- 5,000 square feet of office / institutional uses
- 50 residential rentals for Taft College students / faculty
- Amphitheater / restroom facility