

Board Meeting



August 2025

AGENDA
NORTH KERN WATER STORAGE DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING

33380 Cawelo Avenue
Bakersfield, CA 93308

Tuesday, August 19, 2025 - 7:00 a.m.

CALL TO ORDER
PUBLIC COMMENT

1. Board Meeting Minutes
 - A. Approve Minutes of July 15, 2025, Regular Board Meeting
2. Consent Calendar
(The Board will consider various non-controversial routine items, issues and reports relating to matters of interest to the District. Any Board member or member of the public may request that any or all items be considered and acted upon independently.)
 - A. District Groundwater Levels
 - B. PG&E Monthly Analysis
 - C. District Exchange Balances
 - D. Operations Report
 - E. Approve Issuance of Standard Form License Agreement, Wonderful Nut Orchards
 - F. Approve 9-26 Pipeline Easement Exchange, Wonderful Nut Orchards
3. General Informational Items
 - A. Kern River Watermaster Report
 - B. Kern River Watershed Coalition Authority/Kern Water Collaborative Update*
4. Review and Accept the 2024 Audited Financial Statements
5. Financial Matters
 - A. Approve Treasurer's Report
 1. NKWSD
 2. RRID
 - B. Monthly Financial Statements
 - C. Water Sales
 - D. Accounts Receivable
 - E. Approve Accounts Payable
6. Consulting District Engineer
 - A. Project Summary
 - B. Status of Grants*
 - C. Irrigated Lands Regulatory Program/CV-Salts*
7. Budget and Personnel Committee
 - A. Consider Resolution to Provide Workers Compensation Insurance Coverage for Volunteer Work

8. Engineering Committee
 - A. Consider Amendment to Task Order No. 24-04 for Construction Management Support Services, GEI
 - B. Consider Agreement to Provide Design and Bid Phase Support for the Calloway Lining Project to 8-1 Back-up Weir, Zeiders Consulting.
 - C. Consider Contract for Weather Resource Management Program, RHS Consulting
 - D. Consider Task Order No 25-06 for Updating the Agricultural Water Management Plan, GEI
9. Groundwater Committee
 - A. Meeting of the North Kern Groundwater Sustainability Agency
 1. Public Hearing on Adoption of 2025 GSP for Kern County Subbasin
 - i. Consider Adoption of 2025 GSP for Kern County Subbasin and Appendices
 2. Consider Approval of the Third Amended Kern County Subbasin Coordination Agreement among Subbasin Groundwater Sustainability Agencies
 3. Consider approval of the Fourth Amended and Restated Joint Exercise of Powers Agreement for the Kern Non-Districted Land Authority
10. Produced Water Ad Hoc Committee*
11. Negotiating Committee*
12. Counsel of District
13. Rosedale Ranch Improvement District
 - A. Authorize General Manager to Close Real Property Acquisition, Affentranger Brothers
14. General Manager's Report
 - A. Subcommittee Vacancies*
15. Discussion and Possible Action Regarding District Employee Compensation

OTHER BUSINESS

15. Closed Session Matters:
 - A. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION (Govt. Code Section 54956.9(a) and (d)(1))
 - (i) North Kern Water Storage District v. City of Bakersfield (VCSC #56-2011-00408712-CU-CO-VTA)
 - (iii) State Water Resources Control Board, Administrative Hearing Office Adjudicative Hearing on Pending Applications 31673, 31674, 31675, 31676, 31677, and 31819
 - (iv) North Kern Water Storage District v. Rosedale Estates (BCV-24-101361)
 - (vi) Bring Back the Kern et al. v. City of Bakersfield (Defendant/Respondent) and Buena Vista Water Storage District et al. (Real Parties in Interest) (BCV-22-1030220)
 - B. CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section

54956.9: two cases

- C. PERSONNEL MATTERS
(Govt. Code Section 54957)
- D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Govt. Code Section 54956.8) – use of District and landowner facilities for various potential water management programs; negotiator, David Hampton

16. Adjournment

*Oral report to be provided at the meeting.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 1A

BOARD OF DIRECTORS
North Kern Water Storage District
Minutes of the Regular Board Meeting of July 15, 2025

A Meeting of the Board of Directors of North Kern Water Storage District was in person - commencing at 7:00 a.m., on July 15, 2025.

President Andrew declared a quorum was present and called the meeting to order. The following Directors were present: Kevin Andrew, Joel Ackerknecht, Robert Holtermann and Winn Glende. Director Glende was present via remote location. Others present: David Hampton (General Manager), Marinelle Duarosan (Controller), Heather Williams (Operations Superintendent) and Christy Castaneda (Administrative Assistant) of North Kern Water Storage District, Scott Kuney, Alan Doud, Brett Stroud and Mark Bateman (District Counsel - Young Wooldridge), Guests present: Stephanie Hearn, Monte Mitchell and John Gaugel.

President Andrew called the meeting to order at 7:19 am and opened the floor for Public Comments. At this time, there were none.

Board of Directors –

- (25-61) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to approve the minutes from June 17, 2025, Regular Board Meeting.

(Ayes: Andrew, Ackerknecht, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

Consent Calendar –

Consent Calendar included the following:

- A. District Groundwater Levels
- B. PG&E Monthly Analysis
- C. District Exchange Balances
- D. Operations Report

- (25-62) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to approve the Consent Calendar.

(Ayes: Andrew, Ackerknecht, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

General Informational Items –

General Manager Hampton gave a brief update on the lake inflows dropping from 2000 acre-ft to 500 acre-ft over a short period of time. The inflow at Isabella Lake is about 505 CFS and the outflow is 1,562 CFS.

Kern River Watershed Coalition Authority/Kern Water Collaborative Update – No update.

Financial Matters –

- (25-63) Upon motion of Director Holtermann, seconded by Director Ackerknecht and unanimously carried, to receive and file the Treasurer's Report for the North Kern Water Storage District for the month of June as presented.

(Ayes: Andrew, Ackerknecht, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

- (RR25-64) Upon motion of Director Holtermann, seconded by Director Ackerknecht and unanimously carried, to receive and file the Treasurer's Report for the Rosedale Ranch Improvement District for the month of June as presented.

(Ayes: Andrew, Ackerknecht, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

The Financial Statements, Summary of Water Sales and the Accounts Receivable reports for the month of June were reviewed and accepted as presented.

(25-65) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to approve payment of the Accounts Payable balance for the North Kern Water Storage District for the month of June as presented.

(Ayes: Andrew, Ackerknecht, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

(RR25-66) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to approve payment of the Accounts Payable balance for the Rosedale Ranch Improvement District for the month of June as noted.

(Ayes: Andrew, Ackerknecht, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

Consulting District Engineer – Mrs. Hearn provided an update on the following:

Project Summary – No significant construction update. The 2018 and 2020 Drought Resiliency Project is still anticipated to be completed by the end of July.

Status of Grants – Mrs. Hearn reported that they continue to focus on the State of California Prop 4 grant for potential grant opportunity and believes the District has a good chance for success.

ILRP/CV Salts – Mrs. Hearn reported that the CV Salts implementation phase of the nitrate and salt control programs celebrated the 5-year anniversary milestone and that the focus going forward is on improving the salt management program.

Budget & Personnel Committee – No Report at this time.

Engineering Committee –

General Manager Hampton addressed the need for the District to provide security services in the vicinity of Calloway Canal and Poso Creek to prevent consistent trespassing, vandalism, and damage to canal gates and weirs. Staff discussed proposed services to be provided by Blue Line Solutions.

(25-67) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried Authorize General Manager to execute an annual contract for Blue Line Solutions to provide a security camera trailer (Option #2) located in the area of Calloway Canal and Poso Creek for a monthly cost of \$2,000 per month or \$24,000 for one year, and security guard response at \$350 per on-site response.

(Ayes: Andrew, Ackerknecht, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

Groundwater Committee –

General Manager Hampton provided an update on the GSP, noting that various consultants are currently reviewing the related amendments and documents which is anticipated to be completed tomorrow. The finalized Plan will be presented to the Board for adoption at the August board meeting in preparation for the State Board's Public Hearing on September 17th. Additionally, Mr. Hampton presented the Fourth Amendment of Joint Powers Authority of KNDLA noting that this latest amendment includes a withdrawal process provision and deletes the termination date clause in response to the State Board's concern over KNDLA's expiration date as it relates to the White Lands.

(25-68) Upon motion of Director Ackerknecht, seconded by Director Glende and unanimously carried, to approve proposed Fourth Amended and Restated Joint Exercise of Powers

Authority (JPA) for the Kern Non-Districted Land Authority (KNDLA) as substantially presented.

(Ayes: Andrew, Ackerknecht, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

Produced Water Ad Hoc Committee – No report at this time.

Negotiating Committee – No report at this time.

Counsel of District –

District Counsel Doud discussed the draft resolution provided in the Board packet to appoint a Director to fill the director vacancy in Division 3, the Notice of Vacancy that was provided to the County, posting of the vacancy notices in within the District, and the Boards authority to appoint a director to fill the vacancy. Director Ackerknecht discussed an interview with Monte Mitchell, an authorized representative of Wonderful Orchards, that included President Andrew and General Manager Hampton. President Andrew and Director Ackerknecht recommended that Mitchell fill the vacancy. It was noted that a newly appointed Director would be required to undergo the election process at the next subsequent election year in 2027, and again in 2029 at the completion of the Division 3 four-year term.

(25-69) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to adopt Resolution #25-69 Appointing Monte Mitchell to fill the vacancy in the office of Director of Division 3.

(Ayes: Andrew, Ackerknecht, Holtermann & Glende: Noes: None, Absent: None: Abstain: None)

Rosedale Ranch – No report at this time.

General Manager's Report – No report at this time

The President publicly stated that the legal authorities for holding Closed Session at today's Board Meeting are the following sections of the California Government Code:

- A. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
(Govt. Code Section 54956.9(a) and (d)(1))
 - (i) North Kern Water Storage District v. City of Bakersfield
(VCSC #56-2011-00408712-CU-CO-VTA)
 - (ii) State Water Resources Control Board, Administrative Hearing Office
Adjudicative Hearing on Pending Applications 31673, 31674, 31675, 31676,
31677, and 31819
 - (iii) North Kern Water Storage District v. Rosedale Estates
(BCV-24-101361)
 - (iv) Bring Back the Kern et al. v. City of Bakersfield (Defendant/Respondent) and
Buena Vista Water Storage District et al. (Real Parties in Interest)
(BCV-22-1030220)
- B. CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section
54956.9: one case
- C. PERSONNEL MATTERS
(Govt. Code Section 54957)

- D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Govt. Code Section 54956.8) – use of District and landowner facilities for
various potential water management programs; negotiator, David Hampton

The above legal grounds were determined to exist based on advice of counsel, and discussion of such matters in an Open Session would cause prejudice to the District. The Board went into Closed Session at 8:10 a.m.

The Board reconvened back into the open session at 10:03 a.m. There were no reportable actions.

Respectfully Submitted,

David Hampton, General Manager

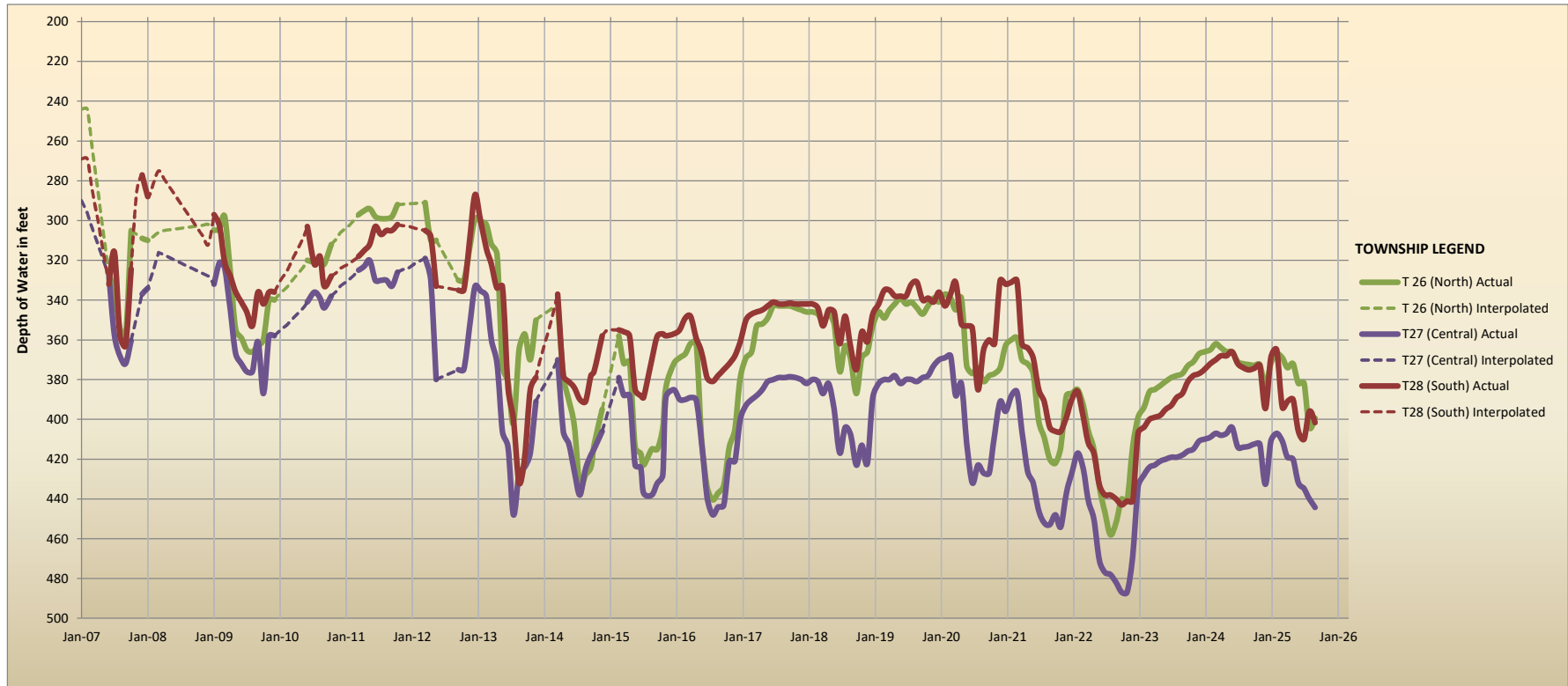
Approved by Board
August 19, 2025

Kevin Andrew, President

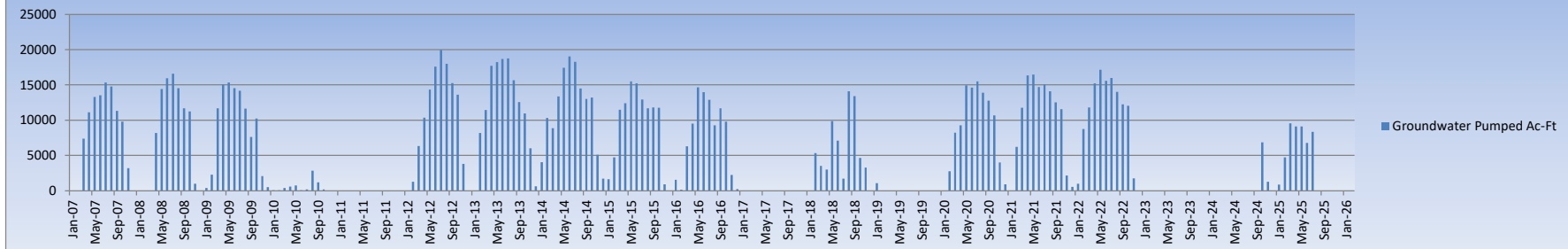
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2A

NORTH KERN WATER STORAGE DISTRICT AVERAGE MONTHLY GROUNDWATER LEVELS BY TOWNSHIP



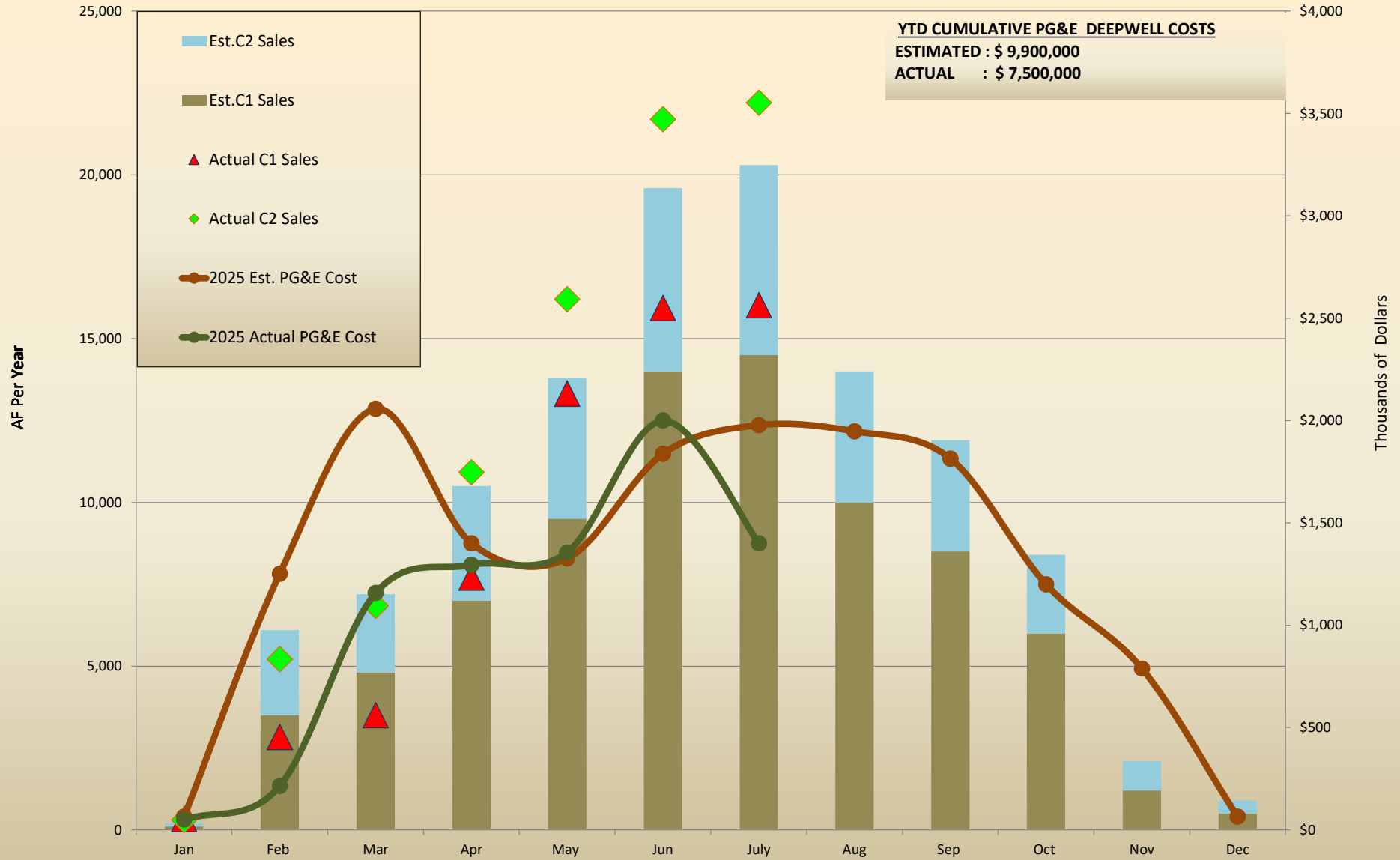
DISTRICT DEEP WELL PRODUCTION Ac-Ft



NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2B

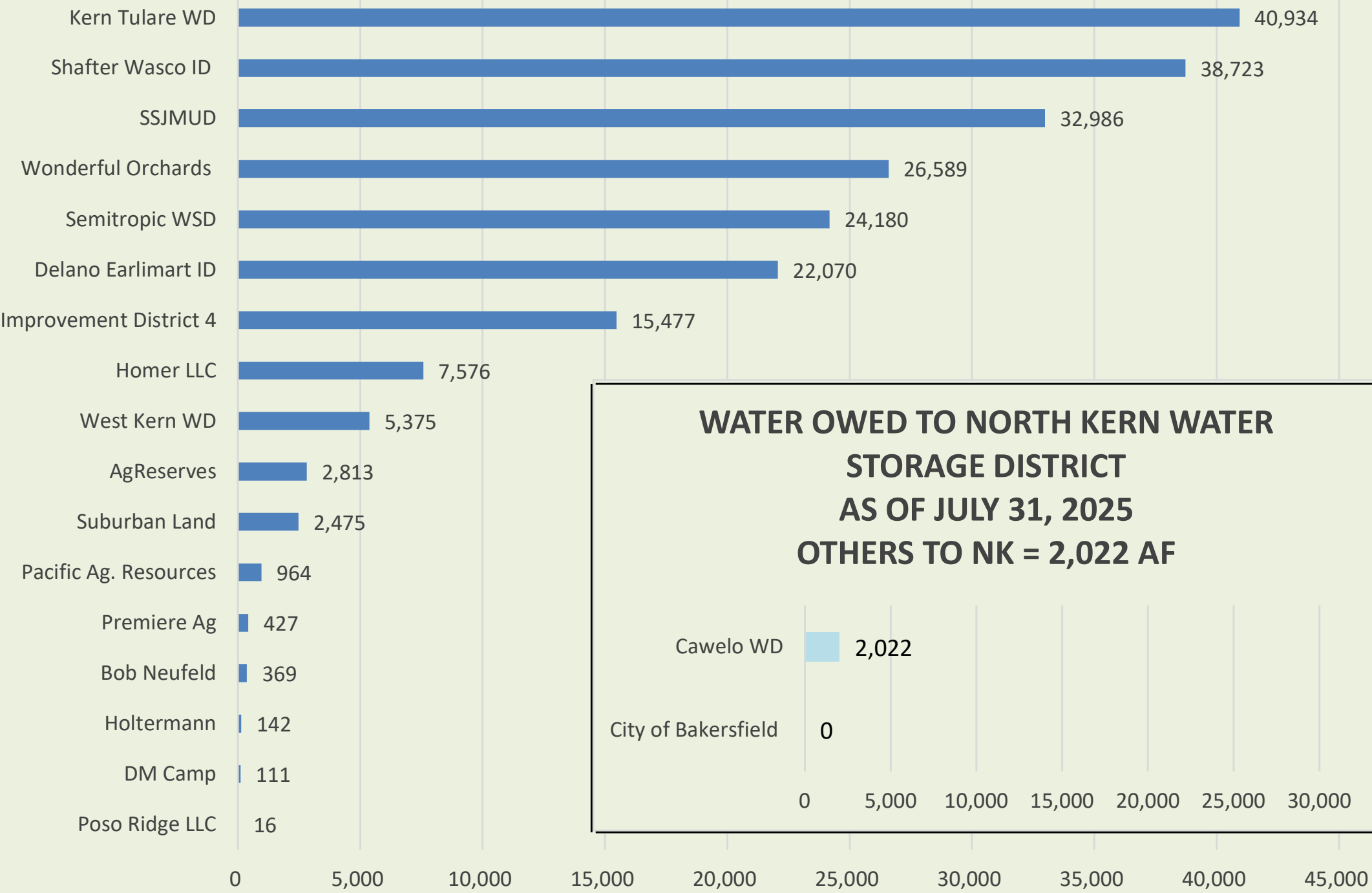
EXHIBIT "A"
Budgeted and Actual PG&E Costs for 2025



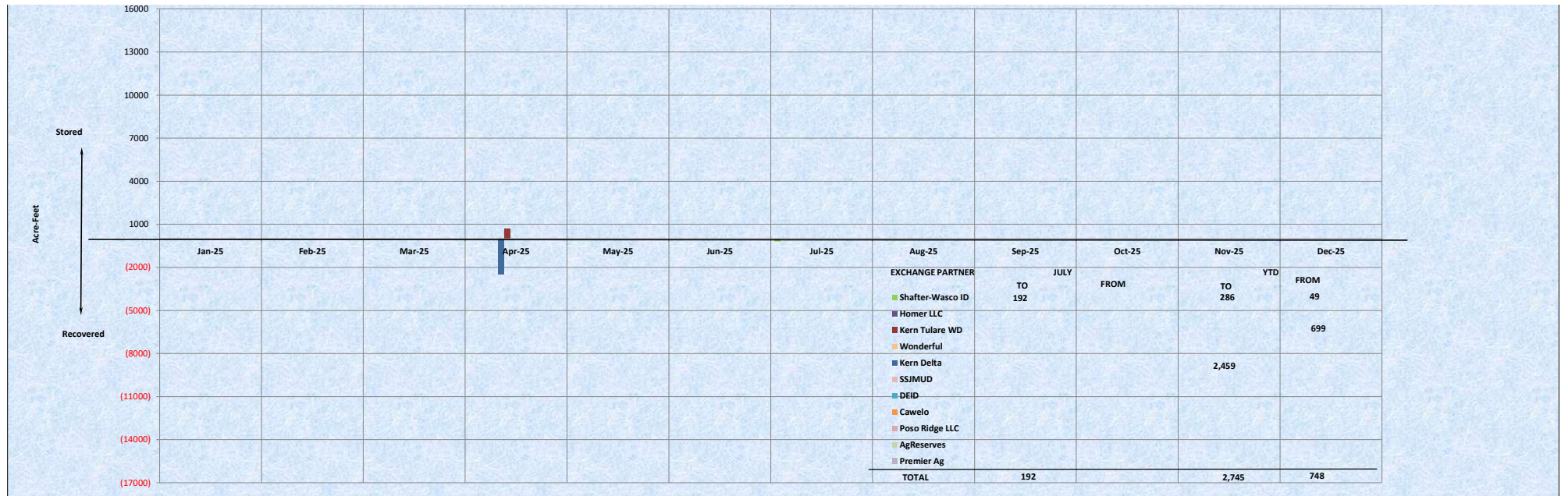
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2C

**NORTH KERN WATER STORAGE DISTRICT
GROUNDWATER BALANCE AS OF
JULY 31, 2025
NK TO OTHERS = 221,246 AF**



NORTH KERN WATER STORAGE DISTRICT
MONTHLY EXCHANGE QUANTITIES FOR 2025
(QUANTITIES IN AF)
(INCLUDES LEAVE BEHIND)



NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2D



Administration: P.O. Box 81435
Bakersfield, CA 93380-1435
office: (661) 393-2696
fax: (661) 393-6884

Water Orders: 33380 Cawelo Avenue
Operations: Bakersfield, CA 93308-9575
office: (661) 393-3361
www.northkernwsd.com

August 15, 2025

TO: BOARD OF DIRECTORS

FROM: Heather Williams

RE: Operations Report

Operations

1. Lake Isabella storage is currently 256,626 AF. Today's estimated natural flow is 232 CFS and the regulated outflow is 945 CFS. The district's share of storage is estimated to be 63,000 AF and receiving and zero Kern River entitlement.
2. For the month of July, district deep well production was 8,349 AF and an estimated 21,580 AF of Kern River water was diverted into the Beardsley Head. Class 1 deliveries averaged 260 CFS/day and Class 2 deliveries averaged 125 CFS/day. The maximum daily irrigation demand was 486 CFS and minimum daily irrigation demand was 166 CFS.
3. In August, the district continues to utilize both deep well and Kern River supplies. Approximately 87 CFS of district reservoir supplies have been utilized, as needed, daily.
4. CRC produced water continues to be diverted to Rosedale Spreading. Daily flows are averaging 13.1 CFS. Califia continues with 1 CFS into the Lerdo.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2E



Administration: P.O. Box 81435
Bakersfield, CA 93308
office: (661) 393-2600
fax: (661) 393-6884

Water Orders: 33380 Cawelo Avenue
Operations: Bakersfield, CA 93308
office: (661) 393-3333
www.northkernwsd.com

August 12, 2025

TO: ENGINEERING COMMITTEE
Director Ackerknecht, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Approve Issuance of Standard Form District License Agreement to Wonderful Nut Orchards LLC.

RECOMMENDED MOTION:

“Authorize the execution of a standard form District license agreement to Wonderful Nut Orchards LLC for constructing, operating, and maintaining a solar electric conduit across the District’s 9-26 pipeline north of Sherwood Avenue.”

DISCUSSION:

Wonderful Nut Orchards LLC (“Wonderful”) has requested approval to construct a solar electric conduit (“facility”) across the District’s 9-26 pipeline north of Sherwood Avenue. This facility is to convey solar-generated power to the Pacific Gas and Electric Company's transmission lines. Wonderful’s engineer has submitted a legal description (Exhibit “A”), which District staff has reviewed and finds acceptable. A certificate of insurance has also been provided by Wonderful that meets the District's license agreement requirements. Staff recommends the execution of a standard form District license agreement (Exhibit “A”) to Wonderful, subject to legal counsel approval.

Attachments:

Exhibit “A” – License Agreement

LICENSE AGREEMENT

THIS AGREEMENT, dated _____ (the "Effective Date"), between **North Kern Water Storage District**, a water storage district duly organized and existing under and by virtue of the laws of the State of California, hereinafter called "District, and WONDERFUL NUT ORCHARDS LLC, a Delaware limited liability company, hereinafter called "Licensee".

WITNESSETH THAT:

1. Description of premises. District, as the owner of that certain canal/pipeline known as the 9-26, and as the owner of an easement and right of way therefore, insofar as it has the right so to do, hereby gives Licensee a nonexclusive license, terminable as hereinafter provided, to use for the purpose and subject to the covenants, conditions and provisions hereinafter set forth, to each and all of which the parties hereby mutually agree, the portion or portions of said easement and right of way, hereinafter called the "premises", situated in Kern County, California, as described as follows:

Section 11, Township 26 South, Range 24 East, MDB&M, the centerline and facility boundary of which are particularly described in Exhibit "A", attached hereto and made a part hereof.

2. Use of Premises. Licensee may use the premises for the purpose of constructing, operating and maintaining a solar electric conduit hereinafter called the "facility", and for no other purpose or purposes whatever. District reserves the right to use the premises for all purposes incidental to the operation, maintenance and improvement of the canals or ditches and such other purposes which do not preclude such use of the premises by Licensee and, without limiting the generality of the foregoing, District reserves the right to lay, construct and install pipelines, roads, ditches, fences, pole lines and other facilities in, upon, across, or along the premises.

3. No Warranty of Title--License Subject to Existing Rights of Others. District makes no warranty of title whatever. The rights of Licensee hereunder are subject to all existing rights of others in the premises, whether of record or not.

4. Termination--Term. This Agreement shall continue in effect until the earlier of (i) **20** years following the Effective Date, whereupon this Agreement shall terminate automatically unless renewed by written agreement signed by the District, or (ii) until terminated by District as provided for under paragraph 11. Licensee may, at any time and from time to time by delivering a quitclaim deed to District, terminate this Agreement as to all of the premises, and this Agreement shall automatically terminate if Licensee shall not use or maintain its facilities for a period of **two (2) years**.

5. Access. Licensee shall be entitled to access to and from the premises as may be necessary over and upon the easement and right-of-way, provided such access does not interfere with any of the rights of the District to use the facility.

6. Installation and Maintenance of Facility. The facility shall be used and maintained at such time and in such manner as approved by District's Manager, and under no circumstances shall Licensee interfere in any way with District's canal or ditch or the operation, maintenance or improvement thereof. If the facility is a pipeline or a pole line, such pipeline or pole line shall be constructed, installed and maintained at depths or elevations which will not interfere with the operation and maintenance, improvement, widening, deepening or enlarging of the canal or ditch by District. Trenches and other excavations made by Licensee upon the easement and right of way at any time shall be promptly backfilled and the contour of the canal or ditch restored to a condition satisfactory to said Manager. Licensee shall, upon request, furnish District with a map or maps showing the exact location of its facility and appurtenances upon the premises. Licensee shall at all times maintain its facility in a safe and sound condition of repair and in conformity with any and all applicable laws, ordinances, rules, regulations, requirements and orders of the nations, state, county or municipal governments.

7. Insurance. Licensee, at its expense, shall carry public liability insurance with liability limits of not less than **\$5,000,000** for the injury or death of one person and **\$10,000,000** for the injury or death of more than one person in any one accident, and property damage liability insurance in the amount of not less than **\$5,000,000**. All such insurance shall be carried with insurance companies satisfactory to District, and shall cover not only liability of Licensee for bodily injury to or death of persons and property damage, but also such liability which has been assumed by Licensee under the provisions of the indemnity provisions of this Agreement. Licensee shall forthwith procure and cause to be furnished to District, certificates from the insurance carriers stating that the insurance is in full force and effect, that the premiums have been paid thereon and that the insurance carrier will give District at least ten (10) days prior written notice of any termination, cancellation or modification of the terms of such insurance.

8. Indemnification. (1) Licensee shall use the premises at its own risk. (2) In this connection Licensee shall, at its sole cost and expense, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work and uses which are the subject of this easement including, without limitation, any applicable safety orders and obtain all necessary permits and licenses therefore and shall at all times preserve and protect the facilities installed and the work performed pursuant hereto and assume full responsibility for the condition thereof. If Licensee shall at any time damage or destroy District's canal or ditch or any other improvement or personal property on the premises, it shall promptly pay to the owner thereof the full amount of damage thereto. District shall not be liable for any injury or death of any person or persons or damage to or destruction of any property arising out of or in connection with, either in whole or in part and whether directly or indirectly, the

existence or use of Licensee's facility or any operations by or on behalf of Licensee hereunder. (3) Licensee shall assume the defense of and indemnify and save harmless District, its officers, servants, agents and employees from any and all loss, damage, liability, claims or causes of action of every nature whatsoever for damage to or destruction of property, including the property of said indemnities, or for injury to or death of persons, including Licensee's employees or agents, in any manner, including that alleged to have been caused by the negligence of the indemnities or any of them, arising out of or incident to the use or uses herein authorized; provided, however, that Licensee shall have no such obligation with respect to such of the foregoing as are actually caused by the negligence or willful misconduct of the indemnities or any of them. In particular and without limiting the generality of the foregoing, the parties recognize that District cannot undertake to make known the existence of any buried facility to persons entering upon the premises, and Licensee waives any claim against District for damages to such buried facility arising out of District's failure to make known the existence of such buried facility to person or persons causing such damage, even though such person or persons may have entered upon the premises pursuant to express authority from District, and Licensee further agrees that District shall be entitled to the benefit of the foregoing indemnification provisions notwithstanding any failure, negligent or otherwise, of District to make known the presence of any buried facility. Licensee shall keep the premises free from any lien arising out of Licensee's holding of the license provided for herein or its operations hereunder. (4) Licensee shall at its sole cost and expense, comply with all laws, rules, ordinances and regulations regarding the removal, restoration and clean-up of adjacent property, and disposal of any and all portions of licensee's facilities currently existing within the District's right-of-way and which is to be abandoned and replaced with the herein licensed facilities. Licensee shall indemnify, defend and hold harmless District, its officers, servants, agents and employees, from any and all loss, damage, injury, liability, claim or cause of action of every nature whatsoever arising from the existence, operation, maintenance and removal of any and all portions of licensee's facilities currently existing within the District's right-of-way.

9. Taxes. Licensee shall pay when due all taxes and assessments levied or assessed against or referable to its facilities or its right hereunder, and Licensee shall reimburse District for any sums paid by District to protect its title from the lien of any such tax or assessment.

10. Quitclaim and Restoration of the Premises. In the event this Agreement shall terminate in any manner as to all or any part of the premises, such termination shall not relieve Licensee from any obligation or liability theretofore accrued hereunder, nor prejudice or in any way affect the right of District to enforce any right or remedy it may have had before such termination. Upon any such termination Licensee shall promptly execute, acknowledge and deliver to District a good and sufficient quitclaim deed of its rights hereunder in and to the land to which such termination applies and Licensee shall, within thirty (30) days remove the facility from the premises and restore them to a contour and condition satisfactory to District. If Licensee shall fail within such period to remove its facility and restore the premises, then the facility and

appurtenances shall be and become the property of District absolutely, and District, at its option, may leave the same in its location or remove the same and restore the ground for the account of Licensee and Licensee agrees to reimburse District for the reasonable cost thereof upon demand.

11. Default by Licensee. Licensee agrees that it will keep, perform and observe all the covenants, conditions and provisions of this Agreement on its part to be kept, performed and observed. In addition to any other remedies available to District, in the event Licensee shall fail to keep, perform and observe any covenant, condition or provision of this Agreement, and such failure shall continue for a period of thirty (30) days after written notice thereof given by District to Licensee, then District may at its option by further written notice to Licensee, terminate this Agreement and all rights and interest of Licensee hereunder. In the event of default by licensee, licensee shall pay upon demand all reasonable costs and expenses (including attorneys' fees in a reasonable amount) incurred by District to enforce any of the covenants, conditions and provisions of this Agreement, or to dispossess Licensee, irrespective of whether or not court action shall be brought. All amounts of money payable by Licensee to District hereunder, if not paid when due, shall bear interest from due date until paid at the rate of eight per cent (8%) per annum, compounded semiannually.

12. Paragraph Heading--No Waiver--Notices. The use of paragraph headings in this Agreement is solely for convenience, and they shall be wholly disregarded in the construction of this Agreement. The waiver by District of any breach by Licensee of any provision of this Agreement shall not be or be deemed to be a waiver of such provision or a waiver of any other or prior or subsequent breach thereof, or a waiver of any breach of any other provision of this Agreement. Any notice or demand by either party to the other in connection with this Agreement shall be deemed to be fully given or made when written and deposited in a sealed envelope in the United States mail, registered or certified and postage prepaid, and addressed to the party to whom given at the address specified opposite its signature to this Agreement. Either party may change its address by giving the other party written notice of its new address as herein provided.

13. Assignments. This Agreement shall bind and inure to the benefit of the respective heirs, administrators, executors, successors and assigns of the parties hereto; provided, however, that Licensee shall not assign or otherwise transfer this Agreement or any of Licensee's rights hereunder, either voluntarily or involuntarily or by operation of law, without the prior written consent of District, which consent shall not be unreasonably withheld, and any assignment or other transfer of attempted assignment or other transfer contrary to the provisions hereof shall be absolutely null and void and of no effect whatever. In the event of any such assignment or other transfer or attempted assignment or other transfer contrary to the provisions hereof, District may terminate this Agreement at once by giving written notice to Licensee.

14. District Cost Reimbursement. Licensee agrees to reimburse District for all reasonable and necessary engineering, staff and construction expenses incurred by

District, including those incurred prior to the execution of this Agreement, in regard to the preparation of this Agreement and District's performance under provisions of this Agreement, incurred by District pursuant to this Agreement subject to Licensee's approval, such approval not to be unreasonably withheld.

15. Special Provisions and Exhibits. The following special provisions and exhibits if any, have been attached to this Agreement prior to its execution and are hereby made a part of this Agreement:

Exhibit A - Legal Description and Drawing of Facility
Exhibit B - Certificate of Insurance

A consideration of \$1,000 payable to North Kern Water Storage District is to accompany the properly executed License Agreement to cover costs and legal fees.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year hereinabove written.

NORTH KERN WATER STORAGE DISTRICT

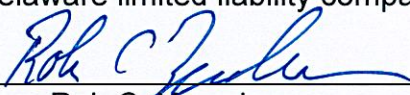
By _____
President

Address:
P. O. Box 81435
Bakersfield, CA 93380-1435

and By _____
Secretary

WONDERFUL NUT ORCHARDS LLC,
a Delaware limited liability company

Address:
6801 E Lerdo Hwy
Shafter, CA93263

By 
Name: Rob C. Yraceburu
Title: President

(SEAL)

ALL SIGNATURES MUST BE NOTARIZED. LICENSEE RECORDING REQUIRED AT EXPENSE OF APPLICANT.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

On August 7, 2025 before me, Barbara J. Rosette, Notary Public
(insert name and title of the officer)

personally appeared Rob C. Yraceburu,
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

Barbara J. Rosette

(Seal)

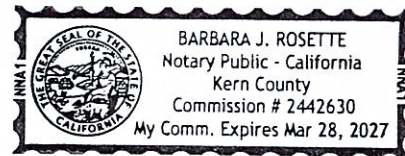


EXHIBIT "A"
LEGAL DESCRIPTION
WONDERFUL NUT ORCHARDS LLC
UNDERGROUND ELECTRICAL LICENSE EASEMENT


An easement for underground electrical purposes being a 10.00' wide strip of land in the Southwest quarter of Section 11, Township 26 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Plat thereof on file in the Office of the Surveyor General in the County of Kern, State of California, lying 5.00 feet on each side of the following described centerline.

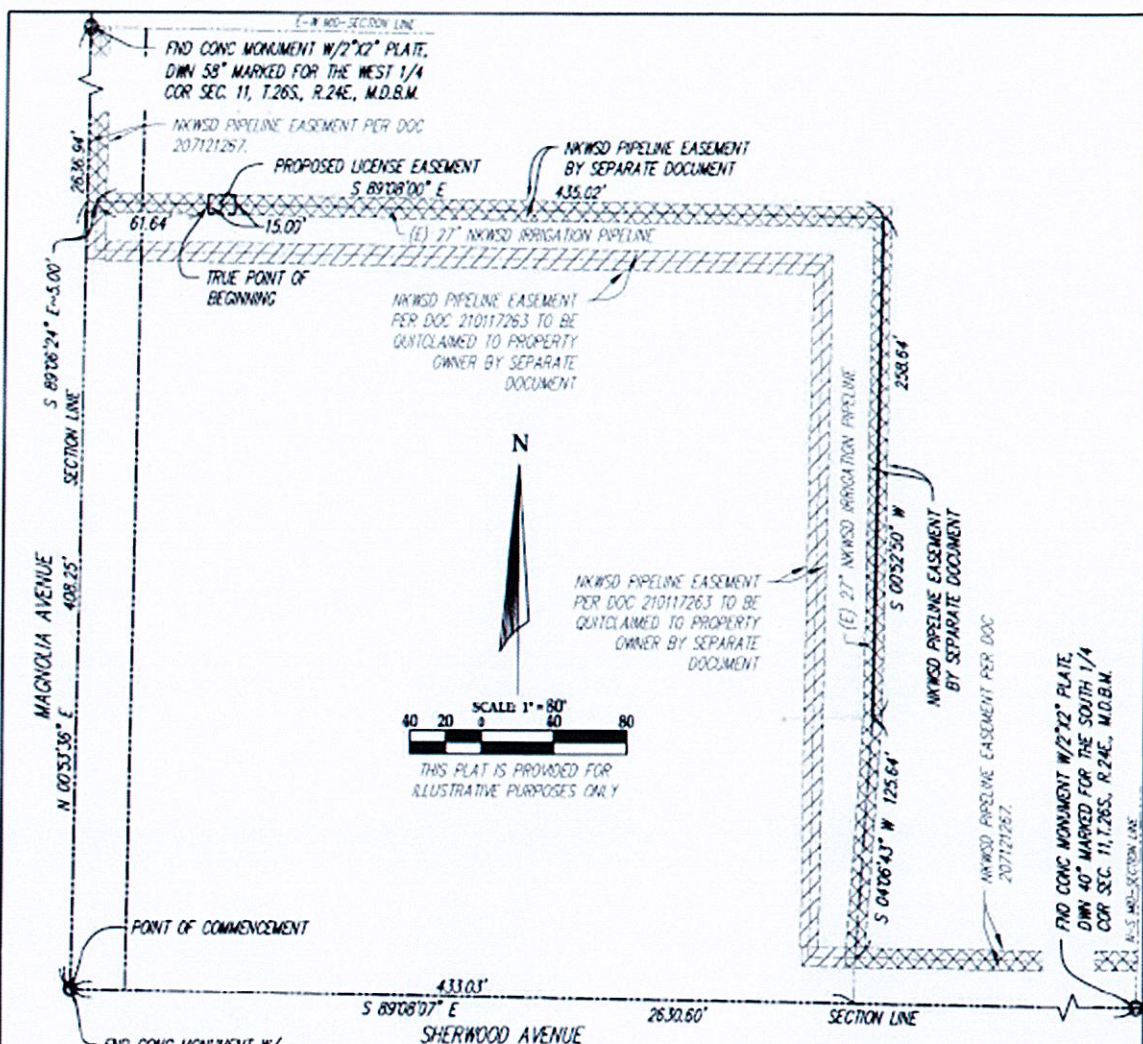
Commencing at the Southwest corner of said Section 11; thence North 00° 53' 36" East along the West line of said Section 11 a distance of 408.25 feet; thence departing said West line South 89° 06' 24" East a distance of 5.00 feet to a point on the center line of that certain pipeline easement described in Document No. 207121267 of Official Records recorded June 7, 2007, thence South 89° 08' 00" East a distance of 61.64 feet to the True Point of Beginning for this description;

thence continuing South 89° 08' 00" East a distance of 15.00 feet to the end of this description.

The side lines of said easement shall be lengthened or shortened to end at right angles to the centerline.

Containing 150± square feet.


Christopher L. Conway
07-08-25



FND CONC MONUMENT W/ 2"x2" PLATE, DIM 24" MARKED FOR THE SOUTHWEST COR SEC. 11, T.26S, R.24E, M.D.B.M.

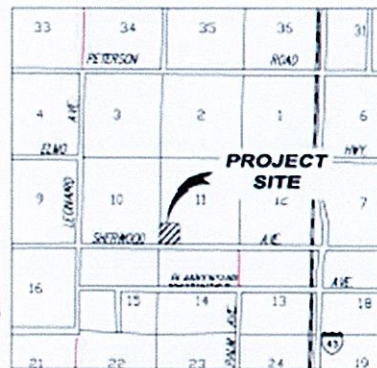
ABBREVIATIONS

NKWSO	NORTH KERN WATER STORAGE DISTRICT	T	TOWNSHIP
DOC	DOCUMENT NO.	R	RANGE
FND	FOUND	MOBM	MOUNT DIABLO BASE AND MERIDIAN
CONC	CONCRETE	N	NORTH
DIM	DIM	W	WEST
COR	CORNER	E	EAST
SEC	SECTION	S	SOUTH



CHRISTOPHER L. CONWAY, R.C.E. 30323
 EXPIRES 03-31-26

07-03-25
 DATE



SWANSON
ENGINEERING, INC.

2000 Oak Street, Suite 150 - Bakersfield, CA 93301
 P-(805) 831-4919; F-(861) 873-4777

WONDERFUL NUT ORCHARDS LLC
BLANKENSHIP SOLAR PROJECT
LICENSE EASEMENT

JOB NO.: 09005142
 DATE: 06-26-2025
 BY: CLC
 DWG NAME:

SHEET #

EA2

09005-142 Blankenship Easements.dwg

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2F



Administration: P.O. Box 81435
Bakersfield, CA 93380-1435
office: (661) 393-2696
fax: (661) 393-6884

Water Orders: 33380 Cawelo Avenue
Operations: Bakersfield, CA 93308-9575
office: (661) 393-3361
www.northkernwsd.com

August 12, 2025

TO: ENGINEERING COMMITTEE
Director Ackerknecht, Alternate Andrew

FROM: Davind Hampton and Ram Venkatesan

RE: Approve 9-26 Pipeline Easement Exchange with Wonderful Nut Orchards

RECOMMENDED MOTION:

1. Accept Grant of Underground Water Pipeline easement from Wonderful Nut Orchards, LLC to North Kern for 9-26 Pipeline.
2. Approve Quitclaim of a portion of the existing pipeline easement for the 9-26 pipeline from North Kern to Wonderful Nut Orchards, LLC.

DISCUSSION:

In 2010, the District constructed the 9-26 pipeline north of Sherwood Avenue and obtained an easement from Wonderful Nut Orchards, LLC ("Wonderful") for its installation. During a recent project, it was discovered that a portion of the pipeline had been installed outside the easement granted by Wonderful. To resolve this, the District and Wonderful agreed that Wonderful would grant the District a new easement covering the actual location of the pipeline, and the District would quitclaim the portion of the original easement that does not align with the installed pipeline.

Exhibit "A" includes the related Grant of Pipeline Easement and the Quitclaim document.

Staff requests Board approval to execute the above-mentioned documents.

Attachments:

Exhibit "A" – Easement Exchange with Wonderful

Recording requested by and
return to:
North Kern Water Storage Dist.
P. O. Box 81435
Bakersfield, Ca 93380-1435

This document is being recorded
for the benefit of North Kern
Water Storage District -
Government Code Section 6103

GRANT OF PIPELINE EASEMENT

Parcel 9-26-69B

This document is exempt from Documentary Transfer Tax
_____, Declarant, of YOUNG WOOLDRIDGE, District's Attorneys

WONDERFUL NUT ORCHARDS LLC, a Delaware Limited Liability Company, hereinafter called "Grantor," hereby grants to **NORTH KERN WATER STORAGE DISTRICT**, a California water storage district, hereinafter called "District," its permittees, successors or assigns, the easement hereinafter described:

A permanent nonexclusive easement in gross, to construct, reconstruct, maintain, operate, enlarge, improve, relocate, remove, repair and renew, at any time and from time to time, a pipeline consisting of earthwork, structures, valves, meters, buried communication conduits and all other fixtures, devices and appurtenances connected therewith in, under, over, along and across the parcel of real property located in the unincorporated area of the County of Kern, State of California, more particularly described in Exhibit "A" attached hereto and as shown on the map attached as Exhibit "B", both made a part hereof.

Said easement to be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The facilities to be installed are herein collectively referred to as "District facilities." District facilities shall be originally constructed in substantial compliance with those certain public documents, being the plans and specifications for said construction, all of which are on file with the District at the District office at 33380 Cawelo Avenue, Bakersfield, California 93308, and/or as shown upon the "As-Built Drawings" to be filed upon completion of said construction.

2. District shall have the right to use said permanent non-exclusive easement for ingress and to egress from the District facilities, at any time, without prior notice, together with the right and license to use and to make additions to such private roadways, lanes and rights of way on the lands adjacent thereto, existing at any time, as shall be reasonably necessary for the uses and purposes of exercising the rights herein set forth. PROVIDED, HOWEVER, nothing contained herein shall prevent or limit the right to close such roadways, lanes or rights of way by the owner thereof by termination and/or abandonment, nor shall District acquire any right to demand the continuance of any such roads, lanes or rights of way. In this connection, District may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed on said easement, or on said adjoining lands for the purpose of exercising the rights herein mentioned. Any gates which are installed by the District shall be locked with District's locks and also, if the owners of the adjacent lands so desire, may be locked with said landowner's locks in such manner that either can lock or unlock the gates. Any gates which are installed and locked by the owner of the adjacent lands and used by the District may be locked also by the District's locks so that either can lock or unlock the gates.

3. This easement is subject to all existing structures, fencing, canals, irrigation ditches, laterals, pipelines, roads, lanes, highways, railroads, electrical transmission facilities and telephone and telegraph lines and to all future uses which do not, directly or indirectly interfere with or endanger the exercise of the rights of the District. Including but not limited to the right to use the lands subject to said easement for agricultural purposes and for private roadway, fencing, ditches, laterals, or pipelines; PROVIDED, HOWEVER, District shall have the right to clear and keep clear said permanent easement from explosives, buildings and structures of all kinds or facilities of a permanent nature interfering with the use of said easement and shall have the permanent right of exclusive use and possession within the permanent easement within a distance of one (1) foot of the outside surface of District facilities; PROVIDED, further, grantor, its successors and assigns, shall not construct, operate, or maintain any additional encroachment in, under, over, along and across the permanent easement, without prior written approval of District's servants or agents, which permission shall not be unreasonably withheld.

4. District shall have the right to do all things necessary and proper to maintain the earth cover over underground facilities installed within the Apermanent

easement@ by District; PROVIDED, HOWEVER, there shall be no land leveling operations within the permanent easement to the extent that the ground surface elevation shall be changed more than one (1) foot upwards or downwards from the "As Built" ground elevation without prior written approval of District's servants or agents which permission shall not be unreasonably withheld, and in addition to any other legal remedies for violations, District, its servants or agents, shall have the right to do all things necessary and proper to maintain no more than five (5) feet nor less than two (2) feet of earth cover over District's facilities at the expense of the one who is responsible for said violation.

5. District shall restore said easement to as near its original condition for its present uses as is consistent with the rights herein set forth and shall be responsible for the cost of the temporary relocation, reconstruction, the cost of replacing and the cost of protection work as to existing facilities or facilities rightfully installed within said easement at any time as is made necessary by the exercise of District's rights hereunder, all such work to be done in such manner as to assure continuation of service of any facilities to be relocated. As an alternative to the foregoing, and without limiting District's power of Eminent Domain, District may pay to the person entitled thereto the fair market value of any structure not restored or the cost of any restoration not so performed. In addition to the foregoing, District shall pay to the person entitled thereto the fair market value of any crops and growing agricultural improvements which are damaged as a direct result of the exercise of the rights herein mentioned.

6. With respect to the Easement and the property covered thereby, it is agreed that:

(a) District shall promptly pay any and all taxes, assessments, or other charges of any kind which may be levied upon or related to the Easement, the facilities, or the exercise of any of the rights and privileges herein granted.

(b) District shall reimburse Grantor for any and all damages sustained to Grantor's crops, livestock, fences, buildings, or other property which may be caused by or in any way related to the exercise of any of the rights herein granted, and all such damage which may be caused by any person or persons utilizing or transverseing the Easement or using or being in the vicinity of the pipeline or the facilities in any manner whatsoever.

(c) District shall from time to time and at its own expense install such safety devices and make such other improvements to the facilities as shall be reasonable necessary to keep the facilities at all times safe and in compliance with all applicable laws, rules and regulations.

(d) District, at its sole cost and expense, shall maintain the pipeline and the facilities in good condition and repair and shall at all times keep such pipeline and

facilities in compliance with all applicable laws, rules and regulations, including, without limitation, all laws, rules and regulations relating to hazardous substances and environmental protection.

(e) District shall indemnify and hold harmless Grantor from and against any and all liability, loss, damage, cost or expense, including, without limitation, attorneys' fees and costs which arise in connection with or are in any way related to the exercise of any of District's rights or privileges under the Easement or otherwise while in, on or about the premises, including, without limitation:

(1) Liability for personal injury or property damage; and


(2) Any liability imposed by any governmental entity or otherwise by reason of the existence or utilization of the facilities or the pipeline, including, without limitation, any liability under any environmental or hazardous substance law, rule, regulation or ruling, including remedial, clean-up and similar costs.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

DATED: August 7, 2025

GRANTOR:

WONDERFUL NUT ORCHARDS LLC,
a Delaware limited liability company

By: 
Rob C. Yraceburu
President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

On August 7, 2025 before me, Barbara J. Rosette, Notary Public
(insert name and title of the officer)

personally appeared Rob C. Yraceburu,
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 is 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 Barbara J. Rosette (Seal)

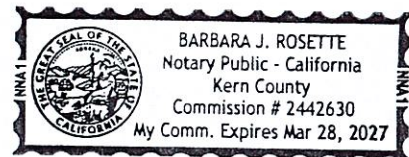


EXHIBIT "A"
LEGAL DESCRIPTION
NORTH KERN WATER STORAGE DISTRICT
PIPELINE EASEMENT

An easement for irrigation pipeline purposes being a 10.00 foot wide strip of land in the Southwest quarter of Section 11, Township 26 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Plat thereof on file in the Office of the Surveyor General in the County of Kern, State of California, lying 5.00 feet on each side of the following described centerline.

Commencing at the Southwest corner of said Section 11; thence North 00° 53' 36 East along the West line of said Section 11 a distance of 408.25 feet; thence departing said West line South 89° 06' 24" East a distance of 5.00 feet to a point on the center line of that certain pipeline easement described in Document No. 207121267 of Official Records recorded June 7, 2007, said point also being the True Point of Beginning for this description;

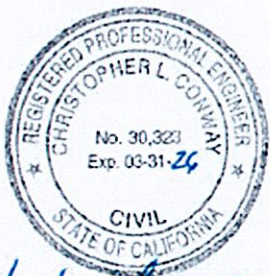
thence South 89° 08' 00" East a distance of 435.02 feet;

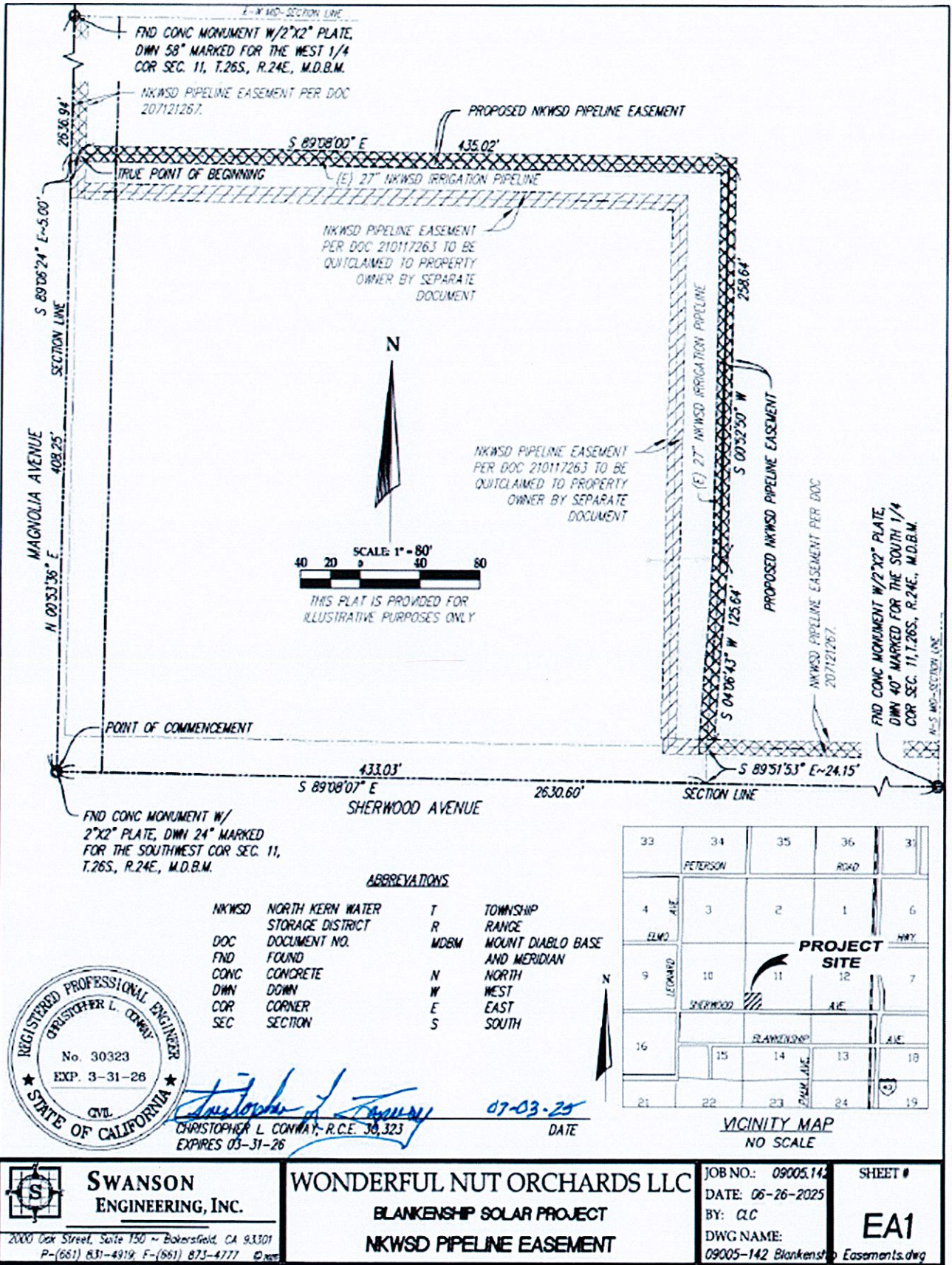
thence South 00° 52' 50" West a distance of 258.64 feet;

thence South 04° 06' 43" West a distance of 125.64 feet to the centerline of that certain pipeline easement per said Document No. 207121267 and the end of this description.

The side lines of said easement shall be lengthened or shortened to intersect at the angle points and end at the East and North side lines of that certain pipeline easement per said Document No. 207121267.

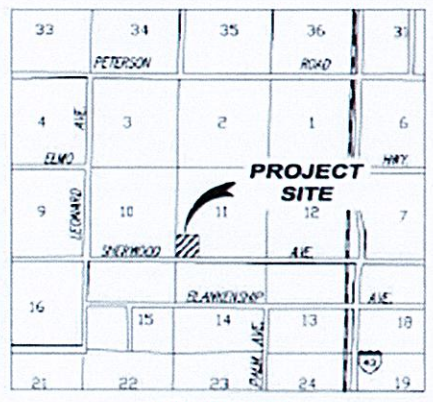
Containing 8,093± square feet.


Christopher L. Conway
07-03-25



ABBREVIATIONS

NKWS	NORTH KERN WATER	T	TOWNSHIP
DOC	DOCUMENT NO.	R	RANGE
FND	FOUND	MDBM	MOUNT DIABLO BASE AND MERIDIAN
CONC	CONCRETE	N	NORTH
DMN	DOWN	W	WEST
COR	CORNER	E	EAST
SEC	SECTION	S	SOUTH



SWANSON ENGINEERING, INC. 2000 Oak Street, Suite 150 ~ Bakersfield, CA 93301 P-(661) 831-4919 F-(661) 873-4777	WONDERFUL NUT ORCHARDS LLC BLANKENSHIP SOLAR PROJECT NKWS PIPELINE EASEMENT		JOB NO.: 09005.142 DATE: 06-26-2025 BY: QLC DWG NAME: 09005-142 Blankenship Easements.dwg	SHEET # EA1
	TRANSACTIONS/LAND TRANSACTIONS/EASEMENTS/NORTH KERN WATER DISTRICT/3401 PIPELINE AND QUITCLAIM/WONDERFUL TO NK 9-26-69 - 27 IN PIPELINE EASEMENT - MW.DOCX			

Recording requested by and return to:
Wonderful Nut Orchards
6801 East Lerdo Highway
Shafter, CA 93263

Documentary Transfer Tax \$ _____
___ Computed on the consideration or value of property conveyed; Or
___ Computed on the consideration or value less liens or encumbrances
remaining at time of sale

Signature of Declarant, or Agent determining tax - Firm Name

QUITCLAIM FOR 9-26-69 INCORRECT ALIGNMENT

NORTH KERN WATER STORAGE DISTRICT, a California water storage district, hereinafter called "Grantor", hereby quitclaims to **WONDERFUL NUT ORCHARDS LLC, a Delaware limited liability company** "Grantee", all interest in those portions of that certain easement recorded June 7, 2007 as document number 0207121267 and all interest in that certain easement recorded August, 26, 2010 as document number 0210117263, both of the Official Records of Kern County, California, more particularly described in Exhibits A" attached hereto and as shown on the map attached on Exhibit B" both made a part hereof.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of _____, 2025.

NORTH KERN WATER STORAGE DISTRICT

By: _____
President

By: _____
Secretary

EXHIBIT "A"
LEGAL DESCRIPTION
NORTH KERN WATER STORAGE DISTRICT
PIPELINE EASMENT QUITCLAIM
TO WONDERFUL NUT ORCHARDS LLC

An easement for pipeline purposes being a 10.00' wide strip of land in the Southwest quarter of Section 11, Township 26 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Plat thereof on file in the Office of the Surveyor General in the County of Kern, State of California, lying 5.00 feet on each side of the following described centerline:

Commencing at the Southwest corner of said Section 11; thence North 00° 53' 36" East along the West line of said Section 11 a distance of 403.25 feet; thence departing said West line South 89° 06' 24" East a distance of 5.00 feet to a point on the centerline of that certain pipeline easement described in Document No. 207121267 of Official Records recorded June 7, 2007, said point being the True Point of Beginning for this description;

thence South 00° 53' 36" West along said centerline a distance of 19.69 feet;

thence departing said centerline South 89° 08' 07" East a distance of 402.89 feet;

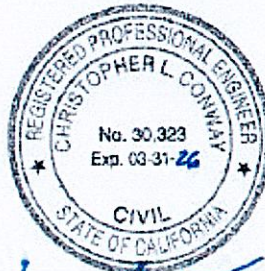
thence South 00° 54' 35" West a distance of 359.51 feet to the centerline of that certain pipeline easement per said Document No. 207121267 and the end of this description.

thence South 89° 08' 07" East along said centerline a distance of 20.51 feet to the end of this description.

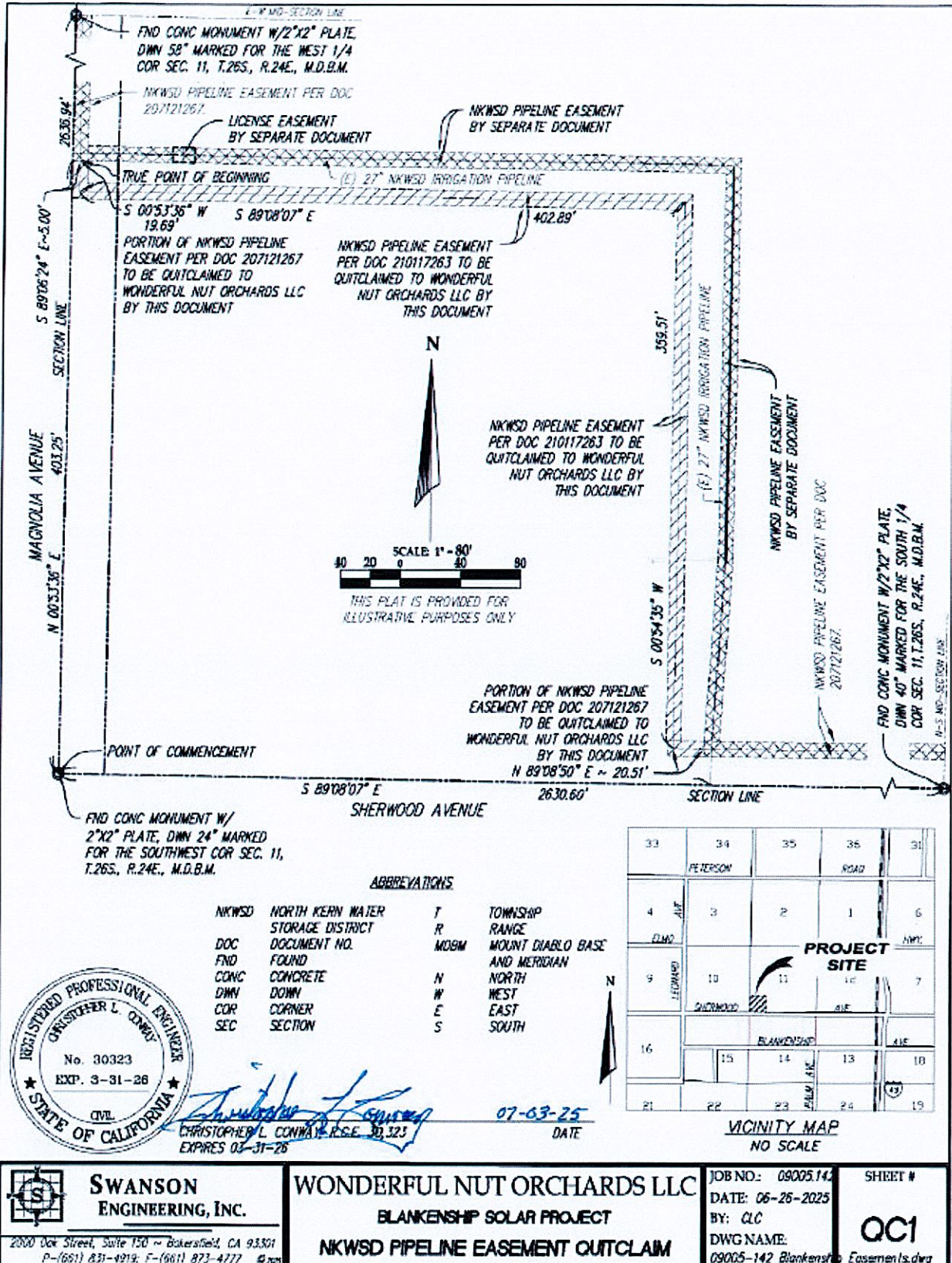
The side lines of said easement shall be lengthened or shortened to intersect at the angle points and to begin and end at right angles to the centerline.

Containing 8,068± square feet.

This quitclaim includes all of the easement area included in Document No. 210117263 of Official Records and portions of the easement area included in Document No. 207121267 of Official Records.



Christopher L. Conway
07-03-25



NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 3A

KERN RIVER WATERMASTER

achianello@krwatermaster.org

661-549-6313

To: Kern River Interests

August 10, 2025

From: Art Chianello
Kern River Watermaster

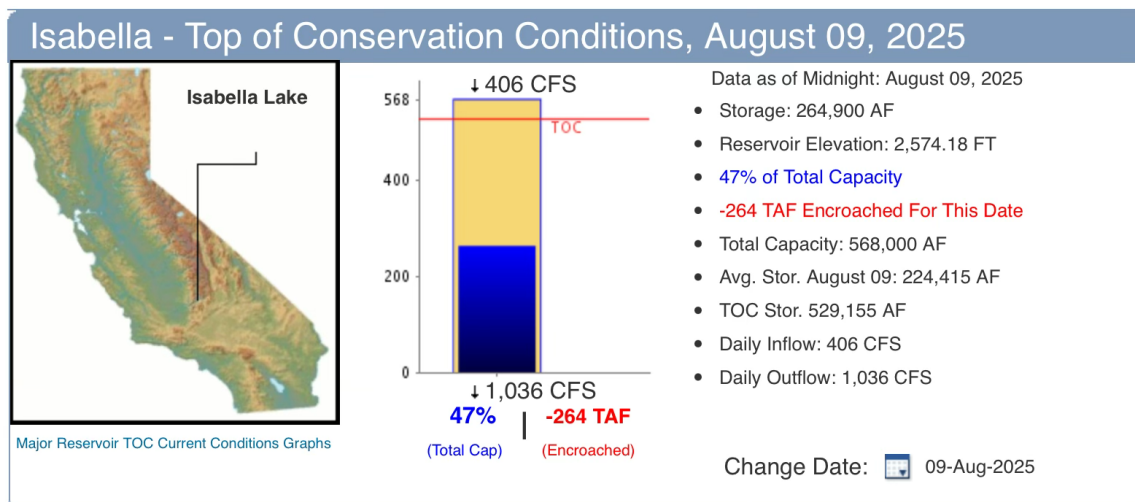
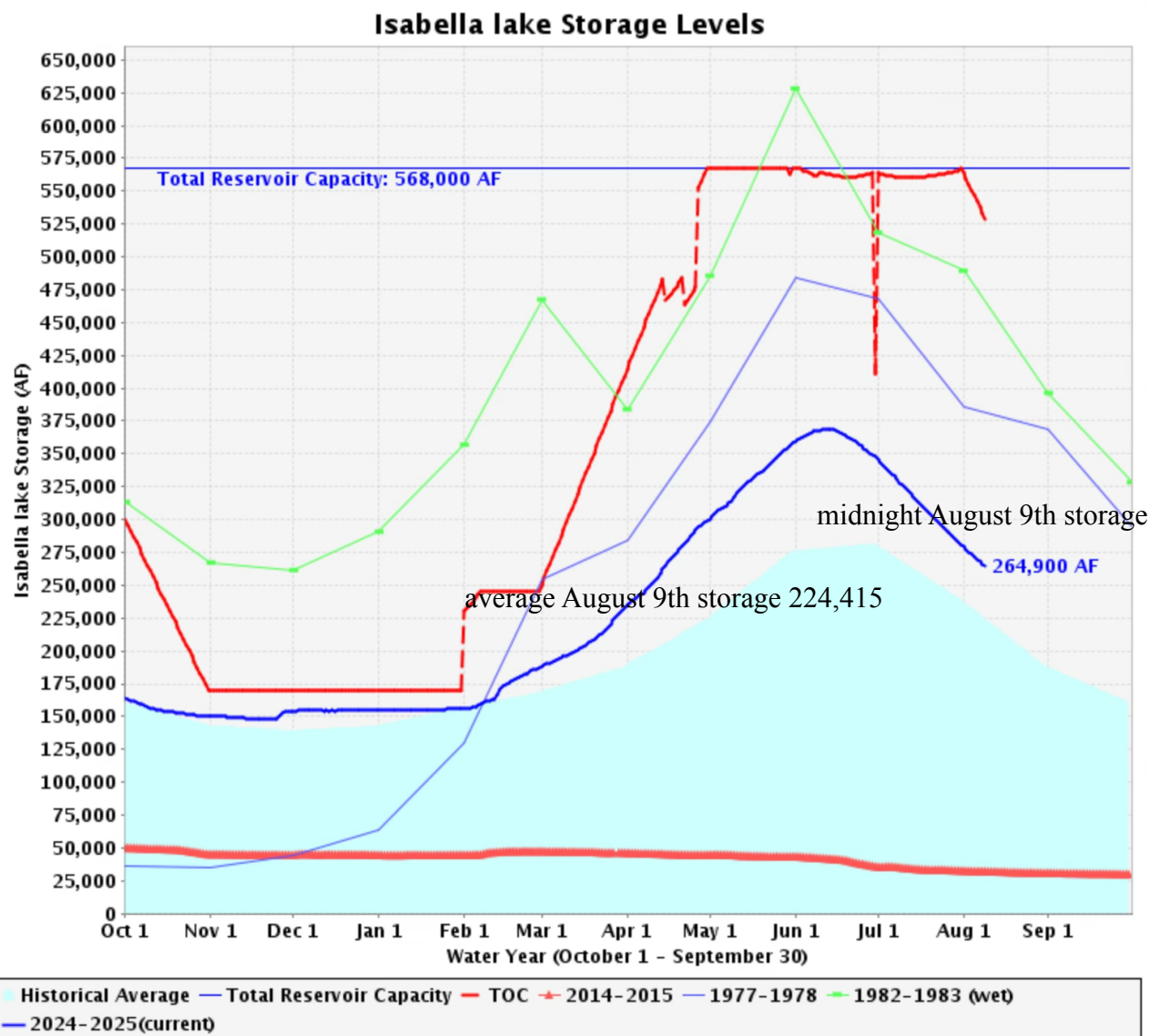
RE: Report of Recent Activities

Runoff and Operations - The monthly Kern River Basin runoff volumes comparing water year 2024 versus 2025 (last two months forecasted median values) are shown below.

Water Year 2024 vs. 2025 Comparison, acre-feet		
Month	Water Year 2024	Water Year 2025
October	37,983	17,254
November	36,608	24,214
December	35,779	27,642
January	33,989	24,115
February	51,411	49,134
March	71,391	69,530
April	121,644	100,660
May	167,667	126,317
June	105,820	85,392
July	41,494	34,500
August	26,430	13,000 forecasted
September	20,275	10,000 forecasted
Total	750,491	577,258

Isabella Dam Operations

The graph below shows the trend in storage for the water year from October 1 to August 9th. The August 9th daily inflow was 406 cfs and the daily outflow was 1,036 cfs.



Historical June Inflows to Isabella Lake

The table below shows the inflows to Isabella Lake for the month of June from 1955 to present. The June monthly average for this time period is 134.2 TAF.

Historical Inflows to Isabella Lake
June 1955-Present
Runoff in 1,00 acre-feet

1955	83.4	1979	105.5	2003	118.1
1956	167.4	1980	274.9	2004	56.6
1957	131.8	1981	65.7	2005	231.2
1958	231.7	1982	194.9	2006	222.7
1959	33.0	1983	567.1	2007	24.4
1960	45.5	1984	90.7	2008	89.3
1961	23.8	1985	100.4	2009	66.4
1962	154.7	1986	250.4	2010	226.1
1963	162.3	1987	54.5	2011	269.3
1964	52.3	1988	42.6	2012	28.2
1965	149.9	1989	48.4	2013	20.2
1966	45.4	1990	29.1	2014	20.9
1967	302.9	1991	100.7	2015	13.4
1968	62.1	1992	33.3	2016	75.8
1969	485.6	1993	163.9	2017	337.2
1970	92.7	1994	56.6	2018	48.9
1971	81.1	1995	281.9	2019	301
1972	37.7	1996	150.6	2020	37.9
1973	226.5	1997	137.7	2021	14.8
1974	166.7	1998	346.3	2022	23.4
1975	138.8	1999	67.7	2023	428.2
1976	18.9	2000	81.9	2024	105.8
1977	34.5	2001	41.4	2025	85.4
1978	351.9	2002	63.9		

California Cooperative Snow Surveys Program (DWR)

I attended a meeting on July 26 and August 6 with the California Cooperative Snow Surveys Unit, the Snow Surveys and Water Supply Forecasting Unit, and others to discuss various topics including ASO flight planning and scheduling, data availability/accessibility, report contents, and the delivery schedule for this information. DWR is providing the same funding levels in 2026 as was provided in 2025. This means the Aerial Snow Observatory flights and DWR's level of service for the Kern will be maintained at current levels.

North Kern Water Storage District
Monthly Credit Card Expenditures
August Board Meeting

Transaction Date	Vendor	Description	Amount
David Hampton			
7/11/2025	Zingos Café	Lunch Meeting	\$ 57.40
7/16/2025	Scorecard	Cashback bonus	\$ (17.20)
7/17/2025	Pilot	Fuel	\$ 95.95
7/23/2025	Pilot	Fuel	\$ 90.84
8/4/2025	Flying J	Fuel	\$ 75.00
Hampton Total			\$ 301.99
Marinelle Duarosan			
7/16/2025	Scorecard	Cashback bonus	\$ (29.83)
7/25/2025	Stamps.com	Office Supplies	\$ 20.99
7/31/2025	Hoagies	Admin - Lunch	\$ 115.65
Duarosan Total			\$ 106.81
Ram Venkatesan			
7/16/2025	Scorecard	Cashback bonus	\$ (6.36)
7/17/2025	Truckpro	Vehicle Repairs	\$ 1,595.50
7/18/2025	Surplus Record	NGE sale listing	\$ 45.00
7/29/2025	7-Eleven	Fuel	\$ 92.46
8/1/2025	La Costa Mariscos	Maint - Lunch	\$ 120.89
Venkatesan Total			\$ 1,847.49
Christy Castaneda			
7/10/2025	Amazon	Office Supplies	\$ 10.33
7/10/2025	Amazon	Office Supplies	\$ 110.42
7/10/2025	Amazon	Office Supplies	\$ 61.68
7/14/2025	Amazon	Office Supplies	\$ 58.41
7/14/2025	Costco	Board Meeting Supplies	\$ 344.08
7/14/2025	Smart & Final	Office Supplies	\$ 82.08
7/15/2025	Copes Knotty Pine	Board Meeting Breakfast	\$ 200.26
7/16/2025	Scorecard	Cashback bonus	\$ (111.69)
7/18/2025	Champs	Safety Meeting Breakfast	\$ 194.82
7/22/2025	Office Supply	Office Supplies	\$ 74.93
7/30/2025	Invoice Payment Mister Carwash	Carwash	\$ 16.00
Castaneda Total			\$ 1,041.32
Heather Williams			
7/16/2025	Scorecard	Cashback bonus	\$ (84.34)
7/29/2025	Costco	Fuel	\$ 95.55
8/6/2025	Costco	Fuel	\$ 79.08
Williams Total			\$ 90.29

July Total: \$ 3,387.90

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 6A

Monthly Consulting Engineers' Report for North Kern Water Storage District



Summary of Project Activity in July 2025

1. Budgets
2. Active Projects
3. Pending and Closed Projects
4. Grants

Submitted by

GEI Consultants, Inc.
5001 California Avenue, Suite 120
Bakersfield, CA 93309
T: 661-327-7601

1. Budgets

Project	Project #	Incurred as of 07/27/25	Budget	Percent Utilized	Budget Projection
General Services 2025	2500362	\$33,177	\$50,000	66%	100%
SGMA Implementation Support 2025	2500370	\$4,422	\$10,000	44%	100%
2022 DRP Design and Bidding	2503604	\$20,851	\$175,000	12%	100%
High Speed Rail	1605740	\$294,666	\$299,324	98%	100%
WDI Phase 3 and Canal Lining	2004274	\$272,754	\$272,300	100%	100% Task Order Addendum will be presented in September.
Calloway Canal Lining 7 th Standard – 8-1 Backup Weir	2301760	\$4,168	\$25,000	17%	100%
Calloway Canal Lining CVC Intertie to Fruitvale Avenue	2301776	\$6,379	\$25,000	26%	100%
Calloway Canal Lining – CVC to KR CEQA/NEPA	2302099	\$46,391	\$101,500	46%	100%
Well Siting for Groundwater Banking	2200344	\$195,574	\$278,400	70%	90%
CM and Well Improvements for Long Term TCP	2104244	\$765,249	\$764,740	100%	100% Project is ~\$3,000 over budget due to ongoing McCrometer meter issues. Addendum for additional budget submitted in July 2025.
Landowner Groundwater Banking Program	2300158	\$24,436	\$56,050	44%	100%
2018 Return Capacity Improvements	1804180	\$63,062	\$70,000	90%	100%
Design for 2018 DRP Return Capacity	2202819	\$297,705	\$303,308	98%	100%
2020 Return Capacity Improvements	2101445	\$13,532	\$38,500	35%	100%
Construction Management Services for the 2018 and 2020 Return Capacity Project (NK 622-623)	2403400	\$228,811	\$185,565	123%	100% A task order amendment was submitted in August.
2022 Return Capacity Improvements	2301770	\$9,165	\$25,000	37%	100%
RRID FEMA Recharge	2403951	\$46,885	\$60,000	78%	78% Project will be closed
North Kern Grant Applications	2303704	\$54,401	\$50,000	109%	110% Project is overbudget due to extensive scope modification for Partnership Project that was also done under this project number. Project is expected to be approximately \$5,000 over budget
Grant Applications 2024 (FY25)	2406611	\$19,185	\$40,000	48%	100%

Summary of Project Activity in July 2025
North Kern Water Storage District

Project	Project #	Incurred as of 07/27/25	Budget	Percent Utilized	Budget Projection
RRID Reclamation Grant Applications FY 25	2406609	\$6,905	\$20,000	35%	50%
Young Wooldridge Program Support	2305891	\$104,903	\$282,524	37%	100%
Partnership Project Grant Administration	2501449	\$172	\$35,000	0%	100%
Calloway Canal Lining Fruitvale Avenue – Case Street	2501451	\$1,252	\$52,500	2%	100%

2. Active Projects

General Services 2025 (GEI Project No. 2500362)

July activity was mostly routine, including tasks such as preparing board reports, participating in meetings, and routine correspondences.

Upcoming Deliverables: none.

Active Task Order No.: 24-01

Budget Status: \$33,177 expended of \$50,000 budget (66%)

Budget Forecast: It is expected the authorized work will be completed within budget.

Legal Counsel Support (GEI Project No. 1611225)

No activity during the month of July.

Upcoming Deliverables: As requested by Counsel.

Active Task Order No.: 20-02

Budget Status: \$93,431 expended of \$125,000 budget (75%)

Budget Forecast: It is expected the authorized work will be completed within budget.

SGMA Implementation Support 2025 (GEI Project No. 2500370)

No significant activity during the month of July.

Upcoming Deliverables: Support, as requested.

Active Task Order No.: 24-02

Budget Status: \$4,422 expended of \$10,000 budget (44%)

Budget Forecast: It is expected the authorized work will be completed within budget.

2022 Return Capacity Improvements Design and Bidding (GEI Project No. 2503604)

Activity in July included a visit to the project site to gather information for design, drafting the design report, and coordinating potholing activities.

Upcoming Deliverables: Design Report

Active Task Order No.: 25-05

Budget Status: \$20,851 expended of \$175,000 budget (12%)

Budget Forecast: This phase of work is expected to be completed within the authorized budget. A Task Order will be submitted for consideration in the future for construction management support.

Partnership Project Grant Administration (GEI Project No. 2501449)

No significant activity during the month of July.

Upcoming Deliverables: None at this time.

Active Task Order No.: 25-03

Budget Status: \$172 expended of \$35,000 budget (0%)

Budget Forecast: This phase of work is expected to be completed within the authorized budget. A Task Order will be submitted for consideration in the future for design, contracting, and construction management support.

High Speed Rail (GEI Project No. 1605740)

Invoice package 84 was submitted.

Upcoming Deliverables: Submit invoice package 85.

Active Task Order No.: 23-09 Addendum 1 (Add-on to 20-07, 19-07, 18-09, and 02-2017)

Budget Status: \$294,666 expended of \$299,324 budget (98%)

Budget Forecast: The current scope of work is expected to be completed within the authorized budget. Task Order 23-09 was approved to augment the budget to support conflicts at the 9-22 canal and future phase of work from Poplar to F St.

WDI Phase 3 and Canal Lining (R19AP00140 and R20AP00064) (GEI Project 2004274)

Activities related to Grant Administration and Reporting:

- No significant activity.

Activities related to WDI Contract Management:

- Review of WDI construction contract documents.

Activities related to Calloway Canal Lining Construction Administration (Snow Road to 7th Standard):

- Assisted with review of contract closeout documents.

Upcoming Deliverables: Final grant reports.

Active Task Order No.: 21-03, 21-08, 24-05, 24-08

Budget Status: \$272,754 expended of \$272,300 budget (100%)

Budget Forecast: A task order addendum will be presented in September. Additional budget needed to close out grants (project schedule was extended several times) and revisit/resolve remaining WDI scope that was not able to be completed at the time of the rest of the WDI contract.

Calloway Canal Lining 7th Standard – 8-1 Backup Weir (GEI Project No. 2301760)

Activity in July included estimating overall project costs.

Upcoming Deliverables: Grant time extension.

Active Task Order No.: 23-06

Budget Status: \$4,168 expended of \$25,000 budget (17%)

Budget Forecast: This phase of work is expected to be completed within the authorized budget. A Task Order will be submitted for consideration in the future for contracting and construction management support.

Calloway Canal Lining CVC Intertie to Fruitvale Avenue (GEI Project No. 2301776)

Activity in July included estimating overall project costs. **Upcoming Deliverables:** NEPA documents to Reclamation.

Active Task Order No.: 23-08

Budget Status: \$6,379 expended of \$25,000 budget (26%)

Budget Forecast: This phase of work is expected to be completed within the authorized budget. A Task Order will be submitted for consideration in the future for contracting and construction management support.

Calloway Canal Lining Fruitvale Avenue – Case Street (GEI Project No. 2501451)

Activity in July included NEPA coordination.

Upcoming Deliverables: None at this time.

Active Task Order No.: 25-04

Budget Status: \$1,252 expended of \$52,500 budget (2%)

Budget Forecast: This project is expected to be completed within the authorized budget.

Calloway Canal – CVC to KR CEQA/NEPA (GEI Project No. 2302099)

Activities in June included continuing to prepare the Draft Cultural Resources Report, Draft Biological Assessment, and Draft Initial Study/Mitigated Negative Declaration, and project management activities.

Upcoming Deliverables: Draft Cultural Resources Report, Draft Biological Assessment, Draft Initial Study/Mitigated Negative Declaration

Active Task Order No.: 23-05

Budget Status: \$46,391 expended of \$101,500 budget (46%)

Budget Forecast: This project is expected to be completed within the authorized budget.

Well Siting for Groundwater Banking (GEI Project No. 2200344)

No significant activity during the month of July.

Upcoming Deliverables: Final Well Siting Study.

Active Task Order No: 22-03

Budget Status: \$195,574 expended of \$278,400 budget (70%)

Budget Forecast: 90%

CM and Well Improvements for Long Term TCP (GEI Project No. 2104244)

Activity in July includes reviewing submittals, final O&M Plan, as-builts, and other documentation to support with project close-out.

Upcoming Deliverables:

Active Task Order No.: 21-11

Budget Status: \$765,249 expended of \$764,740 budget (100%)

Budget Forecast: Project is ~\$3,000 over budget due to ongoing McCrometer meter issues.

Landowner Groundwater Banking Project (GEI Project No. 2300158)

No activity during the month of July.

Upcoming Deliverables: CEQA Checklist, Cultural Resources Memo, and Biological Resources Memo.

Active Task Order No.: 22-13

Budget Status: \$24,436 expended of \$56,050 budget (44%)

Budget Forecast: This project is expected to be completed within the authorized budget.

2018 Return Capacity Improvements Grant Administration (GEI Project No. 1804180, 2202819)

No significant activity during the month of July.

Upcoming Deliverables: Final grant report.

Active Task Order No.: 18-12, 22-10

Budget Status 1804180: \$63,062 expended of \$70,000 budget (90%)

Budget Status 2202819: \$297,705 expended of \$303,308 budget (98%)

Budget Forecast: These projects are expected to be completed within the authorized budget.

2020 Return Capacity Improvements Grant Administration (GEI Project No. 2101445)

No significant activity during the month of July.

Upcoming Deliverables: None.

Active Task Order No.: 21-06

Budget Status: \$13,532 expended of \$38,500 budget (35%)

Budget Forecast: This project is expected to be completed within the authorized budget.

2018 and 2020 Return Capacity Project Construction Management (NK 622-623) (GEI Project No. 2403400)

Activity in July included attention to meter performance and preparation for project closeout.

Upcoming Deliverables: Project closeout.

Active Task Order No.: 24-04

Budget Status: \$228,811 expended of \$185,565 budget (123%)

Budget Forecast: PM is working on balancing the budget between related projects to correct the overage.

2022 Return Capacity Improvements Grant Administration (GEI Project No. 2301770)

No significant activity during the month of July.

Upcoming Deliverables: None.

Active Task Order No.: 23-07

Budget Status: \$9,165 expenditure of \$25,000 budget (37%)

Budget Forecast: This project is expected to be completed within the authorized budget.

NKWSD Reclamation Grant Applications for FY25 (GEI Project No. 2406611)

No significant activity during the month of July.

Upcoming Deliverables: None at this time.

Active Task Order No.: 24-07

Budget Status: \$19,185 expended of \$40,000 budget (48%)

Budget Forecast: This project is expected to be completed within the authorized budget.

RRID Reclamation Grant Application for FY25 (GEI Project No. 2406609)

No significant activity during the month of July.

Upcoming Deliverables: None at this time.

Active Task Order No.: 24-06

Budget Status: \$6,905 expended of \$20,000 budget (35%)

Budget Forecast: This project is expected to be completed within the authorized budget.

3. Pending and Closed Projects

CEQA Compliance N. Kern River Region Water Conservation (GEI Project No. 1800123)

No current activity.

Upcoming Deliverables: Notice of Preparation

Active Task Order No.: 18-01

Budget Status: \$4,515 expended of \$319,538 budget (1%)

Budget Forecast: This project is expected to be completed within the authorized budget.

RRID Groundwater Recharge Information Study (GEI Project No. 2004230)

Activities were related to review and feedback on the preliminary draft of an Engineer's Report and supporting materials; preparation of a summary spreadsheet; preparation of a draft Executive Summary; and consultation with District staff and Counsel.

Upcoming Deliverables: No further deliverables anticipated.

Active Task Order No.: 20-09

Budget Status: \$17,413 expended of \$20,000 budget (87%)

Budget Forecast: This project is expected to be completed within the authorized budget.

Environmental Documentation for 2018 Return Capacity Improvements (GEI Project No. 1804142)

No activities were conducted in April.

Upcoming Deliverables: None

Active Task Order No.: 18-13

Budget Status: \$162,027 expended of \$162,276 budget (100%)

Budget Forecast: This project has been completed within the authorized budget.

CEQA for Landowner Groundwater Banking (GEI Project No. 2200298)

No activities were conducted in April.

Upcoming Deliverables: None

Active Task Order No.: 22-04

Budget Status: \$49,753 expended of \$49,808 budget (100%)

Budget Forecast: This project has been completed within the authorized budget, which includes the change order.

Environmental Documentation for 2020 Return Capacity Improvements (GEI Project No. 2101050)

No activities in April.

Upcoming Deliverables: All deliverables have been completed.

Active Task Order No: 21-05

Budget Status: \$78,133 expended of \$78,330 budget (99%)

Budget Forecast: This project has been completed within the authorized budget.

FY 2022 Grant Applications (GEI Project No. 2103479)

The fully executed grant agreements for Calloway Canal Lining from Fruitvale Avenue to the CVC Intertie and 2022 Return Capacity Improvements have been received. This project will be closed, and task orders will be submitted for new project numbers for grant administration and project implementation. Semi-annual reports were prepared and submitted.

Upcoming Deliverables: Participate in NEPA meetings; prepare grant reports.

Active Task Order No: 21-09

Budget Status: \$33,319 expended of \$50,000 budget (63%)

Budget Forecast: This project is expected to be completed within the authorized budget. A separate budget will be requested for project implementation.

Monitoring and Reporting Plan Development for On-Farm Recharge Projects (GEI Project No. 2004704)

Draft report was submitted and reviewed by the district. As requested, a recommended monitoring well design will be added to the plan before it is finalized.

Upcoming Deliverables: Monitoring well design and final report.

Active Task Order No.: 20-10

Budget Status: \$17,233 expended of \$16,500 budget (104%)

Budget Forecast: No further labor effort is expected to this project number.

FY 2023 Grant Applications (GEI Project No. 2201588)

This project will be closed and removed from the report. A Task Order will be submitted for consideration for the next round of Grant Applications, expected to be released in July.

Upcoming Deliverables: None.

Active Task Order No: 22-08

Budget Status 2201588: \$46,363 expended of \$85,000 budget (55%)

Budget Forecast: The project is expected to be completed within the authorized budget.

CEQA and NEPA for 2021 Expanded Water Banking Program (GEI Project No. 2101049)

Project is on hold pending planning beyond the banking partnership project.

Upcoming Deliverables: To Be Determined

Active Task Order No: 21-04

Budget Status: \$43,298 expended of \$315,900 budget (14%)

Budget Forecast: This project is expected to be completed within the authorized budget.

FEMA BRIC Grant Applications (GEI Project No. 2204082)

There was no significant activity in March.

Upcoming Deliverables: Respond to inquiries from FEMA as needed and prepare scope modification request.

Active Task Order No: 22-12

Budget Status: \$69,085 expended of \$85,000 budget (81%)

Budget Forecast: The project is expected to be completed within the authorized budget. A separate budget will be requested for grant administration and project implementation.

Permanent Discharge Structures for NK619 Pipeline (GEI Project No. 2201324)

No significant activity in June.

Upcoming Deliverables: Front-end specs and bid documents.

Active Task Order No: 22-05

Budget Status: \$89,737 expended of \$145,010 budget (62%)

Budget Forecast: This project is expected to be completed within the authorized budget.

RRID Grant Applications (GEI Project No. 2303705)

No activity in August. A grant application for RRID recharge will be prepared for submittal to Reclamation in October under a new project number. This project will be closed.

Upcoming Deliverables: None.

Active Task Order No.: 23-11

Budget Status: \$24,779 expended of \$30,000 budget (83%)

Budget Forecast: This project is expected to be completed within the authorized budget.

Environmental for Calloway Canal 7th Standard to 8-1 (GEI Project No. 2103692)

No significant activity in October.

Upcoming Deliverables: None

Active Task Order No.: 21-10

Budget Status: \$36,270 expended of \$36,412 budget (99%)

Budget Forecast: This project is expected to be completed within the authorized budget.

CEQA for RRID Rosedale Recharge Facility (GEI Project No. 2305132)

No significant activity in January.

Upcoming Deliverables: None

Active Task Order No.: 23-12

Budget Status: \$61,121 expended of \$61,500 budget (99%)

Budget Forecast: This project is expected to be completed within the authorized budget.

CEQA/NEPA 2022 Reclamation Grant Project (GEI Project No. 2301216)

No significant activity during the month of June.

Upcoming Deliverables: None

Active Task Order No.: 23-04

Budget Status: \$88,236 expended of \$89,000 budget (99%)

Budget Forecast: This project is expected to be completed within the authorized budget.

4. Grants

Pending Applications				
Program	Project	Scope	Requested Funding	Comments
WEEG	Calloway Canal Lining	Line approximately one mile of the Calloway Canal from approximately Case Street to Arrow Street	\$5,000,000 federal share request (\$5,078,500 District share. Total budget \$10,078,500.)	Application submitted November 13, 2024.

Pending Agreements					
Program	Project	Scope	Awarded Funding	Estimated District Cost	Comments
WEEG	Calloway Canal Lining: Fruitvale Avenue to Case Street	Concrete lining approximately 1.4 miles of canal	\$4,886,505	\$4,887,000 Total project cost currently estimated at \$9.8M, not including District staff time	Project has been selected for funding. Agreement under DOI review.
DRP	Return Capacity Improvements (Kern-Tulare Water District is the grantee.)	Drill 1 well and associated pipeline to deliver water to FKC	\$2,000,000	\$3,600,000 Total project cost currently estimated at \$5.6M not including District staff time	Project has been selected for funding. Agreement under DOI review.

Summary of Project Activity in July 2025

North Kern Water Storage District

Active Agreements					
Project	Agreement #	Scope	Funding	Estimated District Cost	Agreement Completion Date
2020 Return Capacity Improvements	R20AP00114	Connect 2 existing wells to FKC; Drill, equip, and connect 2 replacement wells	\$735,000	TBD.	December 2025
Calloway Canal Lining from 7 th Standard to 8-1 Backup Weir	R22AP00032	6,744 linear feet concrete lining	\$2,000,000	TBD. Project is in preliminary stages.	December 2025
2022 Return Capacity Improvements	R22AP00412	3 replacement wells	\$2,000,000	TBD. Project is in preliminary stages.	December 2025
Calloway Canal Lining from Fruitvale Avenue to CVC Intertie	R22AP00515	5,280 linear feet concrete lining	\$2,000,000	TBD. Project is in preliminary stages.	September 2027
Partnership Project 1	R25AP00233	Drill 1 well and construct conveyance and discharge to FKC	\$4,000,000	\$4,200,000	December 2027

Pending Close-Out			
Project	Agreement #	Scope	Comments
Calloway Canal Lining and WDI Phase 3 (6,041 LF canal lining, WDI 30 wells and 15 RTUs)	R19AP00140	2,200 LF Calloway Canal lining, WDI 23 Wells, 15 RTUs	Reclamation grants will be closed after WDI scope is resolved. DWR grant will be closed summer 2025.
	R20AP00064	3,841 LF Calloway Canal lining, WDI 7 wells	
	4600013880	1,370 LF Calloway Canal lining	
2018 Return Capacity Improvements	R18AP00088	Connect 5 existing wells to FKC; Drill, equip, and connect 2 replacement wells	Final report will be submitted summer 2025.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 7A



Administration: P.O. Box 81435
Bakersfield, CA 93380-1435
office: (661) 393-2696
fax: (661) 393-6884

Water Orders
Operations: 33380 Cawelo Avenue
Bakersfield, CA 93308-9575
office: (661) 393-3361
www.northkernwsd.com

August 14, 2025

TO: BUDGET AND PERSONNEL COMMITTEE
Directors Ackerknecht and Glende, Alternate Holtermann

FROM: David Hampton and Marinelle Duarosan

RE: Resolution - Volunteer Personnel

RECOMMENDED MOTION:

“Adopt Resolution for Volunteer Personnel for Worker’s Compensation Insurance coverage.”

DISCUSSION:

The District recently moved its Property and Liability insurance policies to ACWA JPIA. As part of this transition, ACWA JPIA is requiring its Members who have coverages under the Liability Program to adopt and have on file a Volunteer Personnel Resolution as per attached.

This Resolution would acknowledge volunteers working for the District to be employees for purposes of coverage under the Worker’s Compensation insurance policy. Historically, however, the District has not employed any volunteers but in the event that it does occur, ACWA JPIA requires coverage for injury or illness for volunteer workers. This resolution only relates to coverage for worker’s compensation coverage and does not commit the District to provide other benefits to volunteer workers, such as health insurance and other employee-related benefits.

The current worker’s compensation carrier is The Zenith. While the existing policy with The Zenith only covers regular employees and does not cover volunteer workers, they do offer coverage through the addition of a Voluntary Service Endorsement (see attached) for an additional premium minimum charge of \$250. In the event that the District employs volunteers in the future, this endorsement to the existing policy would modify the terms or coverages of the original policy and extend worker’s compensation coverage to volunteer workers. By adopting the Resolution and having the availability to obtain volunteer endorsement coverage would satisfy ACWA JPIA’s membership requirements under their Liability Program.

Exhibit A: Resolution – Volunteer Personnel

Exhibit B: Volunteer Service Endorsement (The Zenith)

RESOLUTION
VOLUNTEER PERSONNEL
WORKERS' COMPENSATION INSURANCE

WHEREAS, this board desires to provide Workers' Compensation Insurance benefits for persons authorized by the District to perform volunteer services for the District, and

WHEREAS, the Legislature of the State of California has provided through legislation (Labor Code Section 3363.5) authorization for the inclusion of such coverage in the District's workers' compensation insurance policy.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the North Kern Water Storage District hereby adopts the policy that an unpaid person authorized to perform volunteer service for the District shall be deemed to be an employee of the District for the purposes of Workers' Compensation Insurance benefits provided for by law for any injury or illness sustained by them while engaged in the performance of services for the District under its direction and control.

The aforementioned resolution was passed by said Board of Directors the _____ day of _____, 20_____, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Signature

Title

Date

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**CALIFORNIA PRIVATE NON-PROFIT ORGANIZATION -
VOLUNTARY SERVICE ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because California is shown in item 3.A of the Information Page.

As of the effective date of this endorsement, the persons listed in the schedule who perform voluntary service without pay have been declared by you to be your employees, pursuant to action taken under California Labor Code Section 3363.6.

The premium for each designated person shall be computed as though these volunteers received the same remuneration as normally received by your regular employees doing the same or similar work.

Schedule

IT IS AGREED THAT ALL VOLUNTEER EMPLOYEES ARE COVERED UNDER THIS POLICY.

(OPTIONAL – You may also want to detail specifically what volunteer occupations are covered [required if not all volunteers are to be covered] and the WC classification(s) that will apply – in order to provide complete clarity to the Insured, Audit, and Claims)

MINIMUM PREMIUM: \$250.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective

ZENITH INSURANCE COMPANY

Insured

Policy No.

Policy Period To

SECRETARY

Issued On

At

Endorsement No.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 8A



Administration: P.O. Box 81435
Bakersfield, CA 93308
office: (661) 393-2600
fax: (661) 393-6884

Water Orders
Operations: 33380 Cawelo Ave
Bakersfield, CA 93308
office: (661) 393-3333
www.northkernwsd.com

August 11, 2025

TO: ENGINEERING COMMITTEE
Director Ackerknecht, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Approve Amendment to Task Order 24-04 With GEI Consultants

RECOMMENDED MOTION:

“Authorize the General Manager to execute an amendment to Task Order 24-04 with GEI Consultants for Construction Management support services for the 2018 and 2020 Drought Resiliency Grant for a budget amount not-to-exceed \$65,000.”

DISCUSSION:

As indicated at previous Board meetings, the District secured \$1.5 million of grant funding from the Bureau of Reclamation for the implementation of the 2018 and 2020 Drought Resiliency Project (“DRP”), which is to replace four District wells and construct new discharges into the Friant Kern Canal.

The Board approved a task order 24-04 for \$185,565 from GEI Consultants (“GEI”) for construction management support services for the DRP. The project was originally scheduled for completion in December 2024; however, construction-related issues and delays in material procurement extended the completion date to July 2025. These unforeseen construction challenges required GEI to provide additional design and construction management services beyond the original scope, resulting in budget overruns for those tasks.

Exhibit “A” is an amendment to task order 24-04 to replenish the budget for GEI for the DRP construction management work. GEI has provided a budget of \$65,000 for the work.

Staff recommends Board approval for the General Manager to execute an amendment to Task Order 24-04 with GEI Consultants for Construction Management support services for the 2018 and 2020 Drought Resiliency Grant for a budget amount not-to-exceed \$65,000.

Attachments:

Exhibit “A”: Amendment to Task Order 24-04 from GEI Consultants

July 22, 2025

Consulting
Engineers and
Scientists

Ram Venkatesan, PE
Deputy General Manager
North Kern Water Storage District
33380 Cawelo Avenue
Bakersfield, CA 93308

**NORTH KERN WATER STORAGE DISTRICT
EXHIBIT A – SCOPE OF WORK
FOR
TASK ORDER 24-04 BUDGET AMENDMENT, CONSTRUCTION MANAGEMENT SERVICES FOR THE
2018 AND 2020 RETURN CAPACITY PROJECT (NK 622-623)**

This Task Order defines a Scope of Services, Schedule, and Budget for work to be completed by GEI Consultants, Inc., (GEI) for North Kern Water Storage District (NKWSD, North Kern, District) per the terms and conditions of the Professional Services Agreement dated November 16, 2017, except as amended herein.

BACKGROUND

The District received \$1,500,000 in partial funding from U.S Bureau of Reclamation for the implementation of the 2018 and 2020 Drought Resiliency Projects (DRP). The scope of these projects is to add capacity to the District's existing recovery network by connecting a total of seven District wells to the existing conveyance facilities and connecting two new wells. GEI completed the design phase in early 2024 and the Project went into construction in early 2024.

The proposed budget augmentation seeks funding to accomplish the following:

- Cover the existing budget overage to support additional engineering services required to address issues that arose during construction.
- Cover the labor costs to support the project beyond the expected project schedule.
- Support the District in addressing the Final payment and completing the contract closeout.

BUDGET

Billing for all work completed under this Task Order will be in accordance with the terms of the Professional Services Agreement, with labor billed at 3.05 times labor rate, and expenses billed at 5 percent above cost. All work will be performed on a time and materials not to exceed basis. The previously authorized budget was **\$185,565**. Budget augmentation of \$65,000 is requested to increase the total authorized, not-to-exceed budget to **\$250,565**.

AUTHORIZATION

Task Order No. 24-04 is authorized and made an attachment to the above-identified Professional Services Agreement through the signatures below.


Authorized by:


NORTH KERN WATER
STORAGE DISTRICT

Accepted by:

GEI CONSULTANTS, INC.

By: _____
Title: _____
Date: _____

By: 
Title: Krishna C Amirineni, Senior Engineer
Date: July 22, 2025

By: 
Title: Mark Martin, Senior Water Resources Engineer
Date: July 22, 2025

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 8B



Administration: P.O. Box 81435
Bakersfield, CA 93303
office: (661) 393-2600
fax: (661) 393-6884

Water Orders
Operations: 33380 Cawelo Ave
Bakersfield, CA 93303
office: (661) 393-3333
www.northkernwsd.com

August 11, 2025

TO: ENGINEERING COMMITTEE
Director Ackerknecht, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Approve Agreements for Design and Bid Phase Support for Concrete Lining the
Calloway Canal

RECOMMENDED MOTION:

“Authorize the General Manager to enter into an agreement with Zeiders Consulting to provide design and bid phase support services for concrete lining the Calloway Canal from 7th Standard Road to the 8-1 back-up weir for a budget amount not to exceed \$164,400.”

DISCUSSION:

At previous Board meetings, staff briefed the Board regarding the Calloway Canal lining project from the northern terminus of the Cross Valley Canal to Calloway Canal Intertie (CVC Intertie Canal) to the 8-1 pump station. Lining the Calloway Canal reduces losses and allows the efficient delivery of water supplies from the west side of the San Joaquin Valley into North Kern (and Cawelo) for recharge (and also the possible future conveyance of supplies from North Kern back to CVC and California Aqueduct).

The District completed 4.5 miles of lining the Calloway Canal from the CVC Intertie Canal to 7th Standard Road, and the estimated water savings is about 10,000 AF/year. Concrete lining the Calloway Canal from 7th Standard road to the 8-1 back-up weir is a continuation of the previously completed lining project from the CVC Intertie Canal to 7th Standard Road. The District has secured grants from the Bureau of Reclamation (\$2.0 million) for the project. Staff requested a proposal from Zeiders Consulting (“Zeiders”) for providing design services and bid support services (Exhibit “A”). Zeiders has provided a budget of \$164,400 for those services.

Staff recommends Board approval for the General Manager to enter into an agreement with Zeiders Consulting to provide design and bid phase support services for concrete lining the Calloway Canal from 7th Standard Road to the 8-1 back-up weir for a budget amount not to exceed \$164,400.

Attachments:

Exhibit “A” – Cost Estimates from Zeiders Consulting.

ZEIDERS CONSULTING

1655 Greeley Road, Bakersfield, CA 93314
 Cell (661) 332-5535, Fax (661) 589-8902, Email wzeiders@zeidersconsulting.com

Cost proposal (budget) for completing the design work for the Calloway Canal lining Project – 7th Standard Road to 8-1 Interconnection.

This reach consists of the canal reach from the north side Seventh Standard Road to and including the 8-1 Canal Intertie. The proposal assumes that the entire project will be put out to bid together, but we recognize that due to sources of funding, some accounting will need to be made to divide the cost of services between the funding entities. The Services provided would be done on a Rate Sheet Basis. Below is what we envision the scope of work to be for the Project.

1. Obtain and Review Project information, coordinate surveying of existing facilities, coordinate soils testing for preliminary soils report, verify impediments and existing facilities.
2. Conduct/verify hydraulic analysis for forward flow and reverse flow (possible future) as needed and to determine top of bank elevations and invert grade elevations.
3. Prepare 100% Plans for the project, suitable for bidding, including:
 - Preparation of topo map, cross sections and a grading plan with earthwork balance.
 - Develop a Borrow Site grading plan if necessary.
 - Verify property lines and R/W lines, existing impediments within the canal boundary and develop mitigation plans for such – including adjacent landowner's encroachments.
 - Conduct an underground utility search & include utilities, crossings, etc on plans.
 - Develop and prepare details for lining and transitions at 7th Standard Road Crossing. Prepare tie-in details for the north and south ends and for adjacent landowner utility and other crossings.
 - Prepare details for tie in to and completion of access at 7th Standard Road.
 - Review current or known City of Shafter/developer future crossing plans for roads and utilities.
 - Develop and prepare details for lining & safety ladders.
 - Prepare a fencing plan if needed.
2. Assist with the preparation of the Specifications, suitable for bidding. We would prepare the following (at a minimum):
 - a. For Section A-Notice, provide the "Description of Work" to insert in the Specifications.
 - b. Develop a Proposal Bidding Schedule
 - c. Prepare a Scope of Work-Provisions for Measurement and Payment
 - d. Section C, paragraph C-16, Survey Requirements
 - e. Provide a "Description of Work" to insert to Section D-3
 - f. Provide language to insert to Section D-13-Site Access
 - g. Prepare Section E-Earthwork and Sitework
 - h. Prepare Section F-Concrete
 - i. Any other Technical Sections required
3. Prepare an Engineer's Cost Estimate
4. Project coordination with GEI & District, Biologist, bidding support, bid evaluation support & contracting support.

Est. Cost for design and bidding services provided for Snow Road to 7th Std Road lining = \$164,400.

William Zeiders - RCE

NKWSD Design/Bid Prep for the Calloway Canal Olive to Snow Lining Project
Cost Estimate for Professional Services

Task 1 - Obtain and Review Project information, coordinate survey of existing, verify impediments, Facilities Layout.

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	40	\$ 175.00	\$ 7,000.00
Civil Engineer	20	\$ 145.00	\$ 2,900.00
Project Engineer	0	\$ 135.00	\$ -
EIT	0	\$ 120.00	\$ -
Tech 2	48	\$ 120.00	\$ 5,760.00
Tech 1	0	\$ 110.00	\$ -
Mileage	200	\$ 0.80	\$ 160.00
	Subtotal		\$ 15,820.00

Task 2 - Verify Hydraulic design, bi-directional flow, etc.

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	16	\$ 175.00	\$ 2,800.00
Civil Engineer	12	\$ 145.00	\$ 1,740.00
Project Engineer	0	\$ 135.00	\$ -
EIT	0	\$ 120.00	\$ -
Tech 2	8	\$ 120.00	\$ 960.00
Tech 1	0	\$ 110.00	\$ -
Mileage	100	\$ 0.80	\$ 80.00
	Subtotal		\$ 5,580.00

Task 3 - Prepare existing topo and facilities plans

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	24	\$ 175.00	\$ 4,200.00
Civil Engineer	40	\$ 145.00	\$ 5,800.00
Project Engineer	0	\$ 135.00	\$ -
EIT	0	\$ 120.00	\$ -
Tech 2	100	\$ 120.00	\$ 12,000.00
Tech 1	0	\$ 110.00	\$ -
Mileage	100	\$ 0.80	\$ 80.00
	Subtotal		\$ 22,080.00

Task 4 - Design finished sections, earthwork calculations, grading plan, access ramps and other improvements, weir design and plans, prepare prelim cost estimate, develop borrow site area if required.

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	80	\$ 175.00	\$ 14,000.00
Civil Engineer	110	\$ 145.00	\$ 15,950.00
Project Engineer	0	\$ 135.00	\$ -
EIT	0	\$ 120.00	\$ -

Tech 2	88	\$ 120.00	\$ 10,560.00
Tech 1	0	\$ 110.00	\$ -
Mileage	400	\$ 0.80	\$ 320.00
		<u>Subtotal</u>	<u>\$ 40,830.00</u>

Task 5 - Design exterior fencing plan, specs and site security.

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	10	\$ 175.00	\$ 1,750.00
Civil Engineer	12	\$ 145.00	\$ 1,740.00
Project Engineer	0	\$ 135.00	\$ -
EIT	0	\$ 120.00	\$ -
Tech 2	20	\$ 120.00	\$ 2,400.00
Tech 1	0	\$ 110.00	\$ -
Mileage	100	\$ 0.80	\$ 80.00
		<u>Subtotal</u>	<u>\$ 5,970.00</u>

Task 6 - Prepare Bid Set (plans, specs bid sheets, etc.)

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	80	\$ 175.00	\$ 14,000.00
Civil Engineer	100	\$ 145.00	\$ 14,500.00
Project Engineer	0	\$ 135.00	\$ -
EIT	0	\$ 120.00	\$ -
Tech 2	170	\$ 120.00	\$ 20,400.00
Tech 1	0	\$ 110.00	\$ -
Mileage	300	\$ 0.80	\$ 240.00
		<u>Subtotal</u>	<u>\$ 49,140.00</u>

Task 7 - Coordinate with District, Sub-Consultants, Biologist, Bidding, evaluate bids, preparation of construction plans, other pre-construction work.

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	50	\$ 175.00	\$ 8,750.00
Civil Engineer	36	\$ 145.00	\$ 5,220.00
Project Engineer	0	\$ 135.00	\$ -
EIT	0	\$ 120.00	\$ -
Tech 2	20	\$ 120.00	\$ 2,400.00
Tech 1	0	\$ 110.00	\$ -
Mileage	200	\$ 0.80	\$ 160.00
		<u>Subtotal</u>	<u>\$ 16,530.00</u>

Grand Total:

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	300	\$ 175.00	\$ 52,500.00
Civil Engineer	330	\$ 145.00	\$ 47,850.00
Project Engineer	0	\$ 135.00	\$ -
EIT	0	\$ 120.00	\$ -
Tech 2	454	\$ 120.00	\$ 54,480.00

Tech 1	0	\$ 110.00	\$ -
Mileage	1400	\$ 0.80	\$ 1,120.00
Printing			\$ 600.00
		Total	\$ 156,550.00
Contingency 5%			\$ 7,826.50
		Estimated Total =	\$ 164,376.50

Zeiders Consulting

1655 Greeley Rd. Bakersfield, CA. 93314
Office (661) 589-8366 Cell (661) 332-5535 Fax (661) 589-8902
wzeiders@zeidersconsulting.com

Hourly Rate Schedule

Effective January 1, 2025

ENGINEERING

	<u>Standard Rate</u>
Principal Civil Engineer	\$175.00 per hour
Structural Engineer	\$215.00 per hour
Electrical Engineer	\$235.00 per hour
Civil Engineer	\$145.00 per hour
Project Engineer	\$135.00 per hour
EIT	\$120.00 per hour
Field Technician (Non-Prevailing Wage)	\$120.00 per hour
Technician II/Designer-Drafter	\$120.00 per hour
Technician I	\$110.00 per hour
Clerical	\$80.00 per hour

Mileage	\$0.80 per mile
Color Plot	\$20.00 per each
Black & White Plot	\$15.00 per each

SURVEYING & PREVAILING WAGE RATES

Quoted upon request

SUBSISTENCE (For overnight stays) Varies per area motel and meal costs

The above rates include normal office and field materials. Fees, permits, printing services, monuments, title work, and special rented equipment will be charged at cost plus 15%. Outside services charged out at cost plus 15%. Prevailing Wage Rates quoted upon request.

Out of town rates or daily rates can be negotiated
on a per project basis.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 8C

P.O. Box 81435
Bakersfield, CA 93380-1435
Administration
Telephone: 661-393-2696
Facsimile: 661-393-6884



33380 Cawelo Avenue
Bakersfield, CA 93308-9575
Water Orders and Operations
Telephone: 661-393-3361
www.northkernwsd.com

NORTH KERN WATER STORAGE DISTRICT

August 12, 2025

TO: ENGINEERING COMMITTEE
Directors Ackerknecht, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Weather Resources Management Program, Kern River Basin Cloud Seeding

RECOMMENDED MOTION:

“Authorize the General Manager to execute a contract, with RHS Consulting, Ltd. for their management and implementation of the Weather Resources Management Program over the next three water years for an estimated total amount of \$1,491,232.”

DISCUSSION:

The Kern River cloud seeding program began in 1951 and RHS Consulting, Ltd. (RHS) has provided cloud seeding services since 2009. The most recent contract, including ground-based generators, provided services for the 2023 through 2025 water year. The four Kern River Interest agencies, North Kern Water Storage District, Buena Vista Water Storage District (BV), City of Bakersfield (COB), and Kern Delta Water District (KD) participate in the program and share costs equally (25% each). Total costs incurred for the 2023/2025 contract was \$925,471 and the annual average was \$308,490. The annual average for each participant was \$77,123.

As reported by RHS, the conservative estimated increase in precipitation over the last 3 years was about 69,000 AF or an annual average yield of 23,000 AF per year. This provides an estimated water production cost of about \$14 per AF.

Included as Exhibit “A” is a proposed updated contract to continue the Weather Resources Management Program for the 2026 through 2028 water years. Due to significant cost increases for fuel and other materials, the costs have significantly increased to a 3-year estimated total of \$1,491,232 or an average annual of about \$497,000. Additionally, an aircraft will be based out of Bakersfield to provide better response time to developing cloud seeding conditions. BV, COB, and KD have historically reimbursed North Kern for their corresponding 25% share of costs and have agreed to continue participating in the program. The annual estimated cost for each participant is \$124,250 for the next 3 years. Assuming the same yield of water from the program, the estimated water production cost will be about \$22 per AF.

Engineering Committee

Weather Resources Management Program, Kern River Basin Cloud Seeding

August 12, 2025

Page 2 of 2

Staff recommends Board approve General Manager to execute the contract with RHS, on behalf of all the participants, to continue the Weather Resources Management for an estimated amount of \$1,491,232 and enter into cost share agreements with BV, COB, and KD for their respective 25% reimbursement.

Attachments:

Exhibit “A” – North Kern Water Storage District & RHS Consulting, Ltd. Contract for Weather Resources Management Program, WY 2026/WY 2028

CONTRACT

This contract entered into this ___th day of _____, 2025 by and between NORTH KERN WATER STORAGE DISTRICT, a Water Storage District organized and existing under and by virtue of Division 14 of the California Water Code, hereinafter referred to as the “District” and RHS Consulting, Ltd., hereinafter referred to as the “Contractor”.

WITNESSETH:

WHEREAS: The Department of Water Resources, State of California, initially issued to the District a permit for Weather Resources Management (hereinafter referred to as the “permit”), dated July 2, 1980 (Permit #11), which authorizes the District to conduct a Weather Resources Management Program (hereinafter referred to as the “Program”); and

WHEREAS: The Contractor has on its staff qualified and recognized weather resources management personnel and other professionals necessary to carry out and supervise the program and has at its disposal the equipment necessary to carry out the program;

NOW THEREFORE, IT IS AGREED as follows:

1. Contractor shall engage in artificial cloud nucleation operations during the term of this contract, within the target area identified by and consistent with the INITIAL STUDY OF ENVIRONMENTAL ASPECTS OF KERN RIVER WEATHER MODIFICATION PROGRAM and the above referenced permit. The purpose of this cloud nucleation operation is to increase precipitation within the target area.
2. This contract shall cover three consecutive winter seasons operating between November 1 and ending on April 30 of each winter season. The term of this contract shall begin on October 1, 2025, and end on September 30, 2028.
3. The District has the option of extending the work at its discretion on a monthly basis at the same monthly rates (standby plus consumables) by requesting the Contractor five (5) five days in writing prior to the end of the normal end date of the contract.
4. The Contractor shall furnish and have available for use during the operational period the following equipment and personnel:
 - a. The Contractor agrees to have available on a 24-hour-per-day, 7-day-per-week basis the services of a competent staff to furnish full meteorological data.
 - b. The Contractor will maintain real time 24-hour-per-day, 7-day-per-week access and use local NWS NEXRAD Level II "super resolution" radar data and software designed to track and analyze precipitation in clouds upwind and over the target area. The NWS Hanford NEXRAD radar will be the primary radar used for weather surveillance and directing aircraft seeding operations.
 - c. Ground Generators will be installed at three (3) locations in the southern half of the Kern River Basin to improve seeding operations during periods of southerly flow. The generators will be operated November 15 through April 15 each season when suitable storm conditions develop over the Kern River Basin. The contractor will be responsible for all installation, operational and maintenance costs of the generators. Details are provided in the proposal entitled “Ground-Based Generator Program to Seed Southerly Flow in the Kern River Basin

submitted to the District October 16, 2020.

- d. All basic weather data will be processed and archived in the Contractor's Minden office. This information will be used to coordinate various phases of the field program. A dedicated cloud seeding aircraft will be based at the Bakersfield Airport or other nearby airport at the discretion of the Contractor. This all-weather aircraft will be equipped for dispensing silver iodide and other nucleating agents for use in cloud seeding activities throughout the target area. A backup aircraft will be made available for use on the program within 24 hours should any issues arise that prevent the use of the primary aircraft.
 - i) The contractor agrees that its aircraft and equipment thereon will be certified by the Federal Aviation Administration, an agency of the United States of America, and that any and all pilots operating aircraft by or on behalf of the Contractor shall be duly licensed by the said Federal Aviation Administration.
 - ii) Contractor will furnish the following personnel during the contract period:
 - One radar meteorologist to be located at the Contractor's Fresno Office
 - One multiengine instrument rated cloud seeding pilot to be stationed in or nearby the airport and available to fly with three hours' notice day or night.
 - One ground generator technician to maintain and service the ground generator network to be located at the Contractor's Fresno Office. Attend Board Meetings and respond to requests for information regarding the program from the media and/or public as requested by the District.
 - iii) Richard Stone shall supervise the program and act as the Contractor's Representative.
5. The primary nucleating agent will be silver iodide, which shall be dispensed from aircraft from end-burning or ejectable pyrotechnics. Other advanced nucleating agents may be utilized as special storm conditions develop.
6. The Contractor shall prepare all reports pertaining to the program required to be filed by the Contractor and District to comply with Federal law and State law, including all pertinent Federal regulations and State regulations. Details are listed below.
 - a. Daily: The Contractor shall furnish daily program updates including a weather forecast, program status and recent seeding activities to the District via email on each workday and on weekends and holidays whenever seedable storm conditions are forecast.
 - b. Monthly: The Contractor shall furnish monthly operations presentations via zoom during the term of the Contract at each monthly board meeting as requested by the District. The monthly presentations shall summarize aircraft and ground operations including composite flight tracks summarizing seedability and flight conditions and by flight and listing of ground generator operations.
 - c. Final: The Contractor will furnish the District with a preliminary final report covering the winter season's operational activities (NOAA 17-4A) as soon as practical and a final report following the end of the water year that includes any assessments of the program by October 15, 2028. The Contractor shall provide written reports to the District electronically via email.
7. The Contractor shall furnish and keep in force during the operational period the following insurance: comprehensive public liability and property damage insurance in the amount of not less than \$5,000,000, covering the operation of all of its equipment owned or leased including the

aircraft and workers compensation insurance. Such insurance shall be maintained at Contractor's cost. With respect to the above referenced insurance policies, the contractor shall deposit certificates of insurance with District prior to the commencement of the operational period reflecting the liability insurance and the aviation bodily injury and property damage liability insurance that name North Kern Water Storage District, Buena Vista Water Storage District, Kern Delta Water District, and the City of Bakersfield, and their officers, agents and employees, as additionally named insured. All parties require a thirty (30) day notice of cancellation.

8. Contractor agrees to be responsible for, and to indemnify, defend and hold harmless the District and the parties sponsoring the cloud seeding operations, consisting of the City of Bakersfield, Kern Delta Water District and Buena Vista Water Storage District, against any and all liabilities, claims, actions, causes of action or demands of any kind or character whatsoever, arising out of or caused by Contractor's cloud seeding operations on behalf of the District and the other parties described herein.
9. Contractor agrees to be bound by all laws of the State of California and the Federal Government, and that prior to commencing the operation under the contract for the District, the Contractor shall have in force all necessary licenses and permits from the State of California to so operate.
10. This Contract may be canceled by the District for any of the following reasons upon five days written notice, sent by mail to the principal office of the Contractor.
 - a. The issuance of any court of competent jurisdiction of any temporary or permanent injunction against all or any part of the cloud nucleation operations undertaken by Contractor under this contract, whether the District is a part of said legal proceedings or not. It is understood that the issuance of any temporary restraining order, or any temporary injunction limited by its terms to a period of less than twenty (20) days in duration, shall not constitute a basis for cancellation under this paragraph.
 - b. The passage of any overriding legislation by the State of California or Federal Government which shall outlaw, limit, void or alter in any substantial respect any provisions of this contract or shall make unlawful or improper in any substantial respects, any of the operations of the Contractor under this contract.
 - c. For any reason considered in the best interest of the District.
11. In the event of cancellation by the District under or pursuant to the terms of 10a through 10c above, all monies already paid to the Contractor by the District shall be retained by the Contractor. A final report on the cloud seeding operations for that season up to the time of such cancellation shall be furnished as soon as practical.
12. In the event the District decides that additional precipitation is not desired for any portion of the operational period, the District may suspend cloud seeding operations for any specified portion of such operational period by providing three (3) days' notice to the Contractor. In the event the District suspends operations under this paragraph, Contractor will reimburse the District in the amount of \$250.00 for each day of the suspension.
13. During the 2026 Winter Season (November 1, 2025 through April 30, 2026) the District agrees to pay the Contractor for the services rendered, as outlined in this Contract, the total sum of TWO HUNDRED EIGHTY ONE THOUSAND NINE HUNDRED FIFTEEN DOLLARS (\$281,915) PLUS AN AMOUNT OF ONE THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS (\$1,982.00) PER HOUR OF AIRCRAFT FLIGHT TIME PLUS ONE HUNDRED FIFTY

DOLLARS (\$150.00) PER END-BURNING FLARE AND SIXTY DOLLARS (\$61) PER EJECTABLE FLARE AND ONE HUNDRED FIFTY DOLLARS (\$150) PER HYGRSCOPIC FLARE AND ONE HUNDRED SIXTY FOUR DOLLARS (\$180) PER GENERATOR HOUR FOR SEEDING MATERIALS.

14. During the 2027 Winter Season (November 1, 2026 through April 30, 2027) the District agrees to pay the Contractor for the services rendered, as outlined in this Contract, the total sum of TWO HUNDRED NINETY THOUSAND THREE HUNDRED SEVENTY THREE (\$290,373) PLUS AN AMOUNT OF TWO THOUSAND FORTY ONE DOLLARS (\$2,041.00) PER HOUR OF AIRCRAFT FLIGHT TIME PLUS ONE HUNDRED FIFTY SIX DOLLARS (\$156.00) PER END-BURNING FLARE AND SIXTY TWO DOLLARS (\$62.00) PER EJECTABLE FLARE AND ONE HUNDRED FIFTY SIX DOLLARS (\$156.00) PER HYGRSCOPIC FLARE AND EIGHTY EIGHT DOLLARS (\$188.00) PER GENERATOR HOUR FOR SEEDING MATERIALS.
15. During the 2028 Winter Season (November 1, 2027 through April 30, 2028) the District agrees to pay the Contractor for the services rendered, as outlined in this Contract, the total sum of TWO HUNDRED NINETY NINE THOUSAND EIGHTY FOUR DOLLARS (\$299,084) PLUS AN AMOUNT OF TWO THOUSAND ONE HUNDRED THREE DOLLARS (\$2,103.00) PER HOUR OF AIRCRAFT FLIGHT TIME PLUS ONE HUNDRED SIXTY FOUR DOLLARS (\$164.00) PER END-BURNING FLARE AND SIXTY FIVE DOLLARS (\$65.00) PER EJECTABLE FLARE AND ONE HUNDRED SIXTY FOUR DOLLARS (\$164.00) PER HYGRSCOPIC FLARE AND ONE HUNDRED NINETY SEVEN DOLLARS (\$197.00) PER GENERATOR HOUR FOR SEEDING MATERIALS.
16. It is understood and agreed the sums outlined in paragraphs 13-15 include the total fees for all aircraft and ground-based seeding activities and reports of the program.
17. Contractor agrees to submit detailed monthly invoices to the District summarizing each month's consumables by the 5th of the month.

18. SCHEDULE OF PAYMENTS:

PAYMENT DATE	AMOUNT
1 November 2025	\$49,931
1 December 2025	\$38,664 + November consumables
1 January 2026	\$38,664 + December consumables
1 February 2026	\$38,664 + January consumables
1 March 2026	\$38,664 + February consumables
1 April 2026	\$38,664 + March consumables
1 May 2026	\$38,664 + April consumables
Water Year 2026	\$281,915 + consumables
1 November 2026	\$51,429
1 December 2026	\$39,824 + November consumables
1 January 2027	\$39,824 + December consumables
1 February 2027	\$39,824 + January consumables
1 March 2027	\$39,824 + February consumables
1 April 2027	\$39,824 + March consumables
1 May 2027	\$39,824 + April consumables
Water Year 2027	\$290,373 + consumables
1 November 2027	\$52,972
1 December 2027	\$41,019 + November consumables
1 January 2028	\$41,019 + December consumables
1 February 2028	\$41,019 + January consumables
1 March 2028	\$41,019 + February consumables
1 April 2028	\$41,019 + March consumables
1 May 2028	\$41,019 + April consumables
Water Year 2028	\$299,084 + consumables
TOTAL:	\$871,372 + consumables

19. Consumables are considered aircraft flight time and seeding materials.
20. District agrees to allow Contractor to increase rates generated as a result of changes in government regulation or other market forces beyond the contractor's control. These costs shall be passed on directly as necessary.
21. The total amount of this contract is not to exceed **\$1,491,232** without a written request and approval for additional services from the District.
22. Any notice to be given hereunder may be served personally or by depositing the same in the United States mail, postage prepaid, and addressed to the party being notified at his address as set forth below, or at such other address as may be hereafter designated in writing. If served by mail, service shall be conclusively deemed to have been made upon deposit in the United States.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this contract the day and year first hereinabove written.

ADDRESS:

P.O. Box 81435

Bakersfield, California 93380-1435

NORTH KERN WATER STORAGE DISTRICT

By _____
General Manager - "NKWSD"

ADDRESS:

P.O. Box 17096

Reno, Nevada 89511-2872

RHS CONSULTING, LTD

By: _____
President - "Contractor"

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 8D



Administration: P.O. Box 81435
Bakersfield, CA 93308
office: (661) 393-2600
fax: (661) 393-6884

Water Orders: 33380 Cawelo Ave
Operations: Bakersfield, CA 93308
office: (661) 393-3333
www.northkernwsd.com

August 12, 2025

TO: ENGINEERING COMMITTEE
Director Ackerknecht, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Approve a Task Order with GEI Consultants to Update the District's Agricultural Water Management Plan

RECOMMENDED MOTION:

“Authorize the General Manager to execute Task Order 25-06 with GEI Consultants to update the District's Agricultural Water Management Plan for a budget amount not-to-exceed \$45,000”

DISCUSSION:

The Water Conservation Act of 2009 (“SBx7-7”) requires agricultural water suppliers in California to prepare Agricultural Water Management Plans (“AWMP”). To meet the requirements of this legislation, the District prepared an AWMP (“Initial Plan”) based on the guidelines that were issued by the California Department of Water Resources (DWR) on October 12, 2012. The AWMP includes a discussion of the District and its irrigation facilities, water supply and demand, and various programs, policies, and efficient water management practices being implemented now or planned in the coming years.

The Governor's Executive Order B-29-15 requires agricultural water suppliers in California to prepare/update and adopt a “new” AWMP every five years. The District updated its Plan and adopted the updated AWMP in 2015 and 2020. For the current plan update, the Department of Water Resources (“DWR”) has prepared a guidance document: *A Guidebook to Assist Agricultural Water Suppliers to Prepare a 2025 Agricultural Water Management Plan*, dated August 2025 (2025 Guidebook) that requires agricultural water suppliers in California to update and submit a “new” AWMP by April 1, 2026.

Staff requested a proposal from GEI Consultants (“GEI”) to update the 2020 AWMP. GEI has estimated a budget of \$45,000 to update the AWMP using the framework of the 2020 AWMP and incorporating data from the SGMA Management Action Plans for the District. The updated plan will describe and build upon the District's past efforts, and fully address each required element for the AWMP, including compliance with SBx7-7.

Engineering Committee

Approve a Task Order with GEI Consultants to Update the District's Agricultural Water Management Plan

August 12, 2025

Page 2 of 2

Staff recommends Board approval to authorize the General Manager to execute task order 25-06 with GEI Consultants for updating the Agricultural Water Management Plan for a budget amount not-to-exceed \$45,000.”

Attachments:

Exhibit “A” – Task Order 25-06 from GEI Consultants



Consulting
Engineers and
Scientists

August 11, 2025

Ram Venkatesan
Deputy General Manager
North Kern Water Storage District
33380 Cawelo Avenue
Bakersfield, CA 93308

**PROFESSIONAL SERVICES AGREEMENT
EXHIBIT A – SCOPE OF WORK
FOR**

TASK ORDER NO. 25-06

2025 AGRICULTURAL WATER MANAGEMENT PLAN (AWMP) UPDATE

This Task Order defines a Scope of Services, Schedule, and Budget for work to be completed by GEI Consultants, Inc., (GEI) for North Kern Water Storage District (NKWSD, North Kern, or District) per the terms and conditions of the Professional Services Agreement dated November 16, 2017, except as amended herein.

BACKGROUND

The District is required to prepare a five-year update to its 2020 Agricultural Water Management Plan (AWMP) in compliance with the requirements of the Water Conservation Act of 2009 ("SBx7-7"). In this regard, the Department of Water Resources (DWR) has prepared a draft guidance document: *A Guidebook to Assist Agricultural Water Suppliers to Prepare a 2025 Agricultural Water Management Plan*, dated August 2025 (2025 Guidebook).

APPROACH

GEI will prepare the 2025 AWMP update for North Kern based on an outline consistent with the Water Code requirements and the 2025 Guidebook. An outline consistent with the 2025 Guidebook allows the District to formally adopt and submit to DWR an AWMP that satisfies the Water Code requirements. The Plan will include all the required content, including the District's planned implementation strategies and actions, a discussion of water supply and demand monitoring, data management, and reporting. The resulting plan will describe and build upon the District's past efforts, fully address each required element for the AWMP, including compliance with SBx7-7. In addition, the adopted 2025 AWMP be a reference document that will support the District's long-term water resource management goals.

SCOPE OF SERVICES

GEI proposes to follow an outline based on the DWR's 2025 Guidebook. A generalized list of activities to prepare and adopt an AWMP includes the following:

1. Data Collection and Project Management

- a. Present AWMP Outline and Schedule. GEI will present a schedule and AWMP Outline to confirm with District staff. The schedule will include milestones and Water Code requirements leading up to and including adoption of the AWMP.
- b. Data Collection and Review. GEI will meet with District staff to review the existing documentation available for use in development of the 2025 AWMP. An effective method for this data update is to provide the District staff with a 'framework' set of tables from the AWMP with update needs based on the DWR's 2025 Guidebook, discuss and identify with District staff available information, and then consistently meet with District staff to populate these tables until completed.

2. Draft AWMP and Public Review Process

- a. Draft AWMP. GEI will prepare a Draft AWMP that responds to all requirements of the Water Code. This process will require interaction with District staff to adequately and accurately convey the District's story. This Draft will be reviewed by District staff and comments will be addressed by GEI preparing a revised Draft AWMP acceptable for public review as part of the required public participation process.
- b. Public Review Process. GEI will, in accordance with the requirements of the Water Code, assist the District in preparing information and presentations to support a virtual public workshop to review and receive comments on the draft AWMP.
- c. Final AWMP. GEI will prepare a final AWMP based on comments received from the public and revisions approved by the District. The Final AWMP will be completed for submission to the District's Board for consideration of adoption. Following adoption, the Final AWMP will be submitted to the DWR.

The 2025 AWMP will use the District's 2020 plan format and comply with the template provided in the DWR's 2025 Guidebook. The template includes several tables, accompanied by narrative which explains the data presented in the tables, describes the District's operations and presents actions the District has taken to promote efficient and effective water management while addressing the District's intention to comply with SBx7-7.

SCHEDULE

The deadline to submit the completed 2025 AWMP to DWR is April 1, 2026. To provide sufficient time to complete the public participation required before adoption, we propose completing the draft AWMP by November 30, 2025. The schedule will be one of the first items to be confirmed with District staff to develop an understanding of the timeline needed to allocate to review of draft work products.

BUDGET

Based on the development and completion of similar AWMPs, the total project budget for consulting services is estimated not to exceed \$45,000. This work would be performed as a time-and-materials-based task order under the standard terms and conditions contained in a general services contract, which GEI already has in place with the District from previous consulting services.

AUTHORIZATION

This Task Order is authorized and made an attachment to the above-identified Professional Services Agreement through the signatures below.

Authorized by:

NORTH KERN WATER
STORAGE DISTRICT

By: _____

Date: _____

Accepted by:

GEI CONSULTANTS, INC.

By:  _____

Bryan Thoreson, Project Manager

Date: 08/11/2025

By:  _____

Sam Schaefer, Senior Engineer

Date: 08/11/2025

ACCOUNTING CODES

All work for this scope will be billed under a unique GEI project number.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 9A1(i)



Administration: P.O. Box 81435
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August 13, 2025

TO: GROUNDWATER COMMITTEE
Directors Holtermann, Alternate Glende

FROM: David Hampton and Ram Venkatesan

RE: Kern Subbasin GSP Adoption Hearing and Update

RECOMMENDED MOTION:

“Adopt Amended June 2025 Kern County Subbasin Groundwater Sustainability Plan (2025 GSP) and associated appendices.”

DISCUSSION:

The Subbasin GSA working groups (Technical Working Group (TWG), GSA Managers, Attorney Working Group (AWG), and the Kern Subbasin Coordination Group continued to work together along with the State Water Resources Control Board (State Board) Staff to address their remaining issues from the February 20, 2025, State Board hearing. After well over thousands of hours and well over \$1 million in expenditures over the last 6 months, the final draft 2025 GSP has been prepared for adoption by each Kern Subbasin GSA.

The draft 2025 GSP has been submitted to the State Board Staff and is currently under review in preparation for the continued hearing on September 17, 2025. The Subbasin continues to regularly meet with the State Board Staff for “check-in” meetings to address any questions and to stay on top of the review process as we approach the September 17 hearing. Additionally, the TWG also regularly meets with State Board Staff to be available to answer any technical questions they may have. At this point there has been no significant updates on the Staff’s review process and no indication as to what the recommendation will be for the State Board Members.

Panel requests for the hearing are due August 15, panel presentations are due by August 27, and the State Board Staff Report is expected to be provided by September 5, 2025.

Attached is a presentation that provides a summary of the amendments to the GSP and key revisions includes:

- Revising groundwater level minimum thresholds
- Expanding the groundwater level monitoring network
- Expanding the groundwater quality monitoring network

- Revising groundwater quality minimum thresholds
- Revising the groundwater quality Undesirable Results Definition
- Expanding the groundwater quality mitigation program
- Improving the subsidence action plan

The 2025 GSP is available for review at:

<https://kerngsp.com/gsp-documents/> (Blue Page GSPs also posted here)

<https://www.northkernwsd.com/sustainable-groundwater-management-act/additional-information/>

District staff's recommendation is to adopt the June 2025 Kern County Subbasin Groundwater Sustainability Plan and the associated appendices.

Attachments:

Presentation – Final 2025 Kern Subbasin Plan, August 19, 2025



FINAL 2025 KERN SUBBASIN PLAN



Kern County Subbasin
Groundwater Sustainability Agencies

AUGUST 19, 2025

AGENDA

- Summary of Revisions: Draft to Final
- Implementation Updates
- Schedule Updates

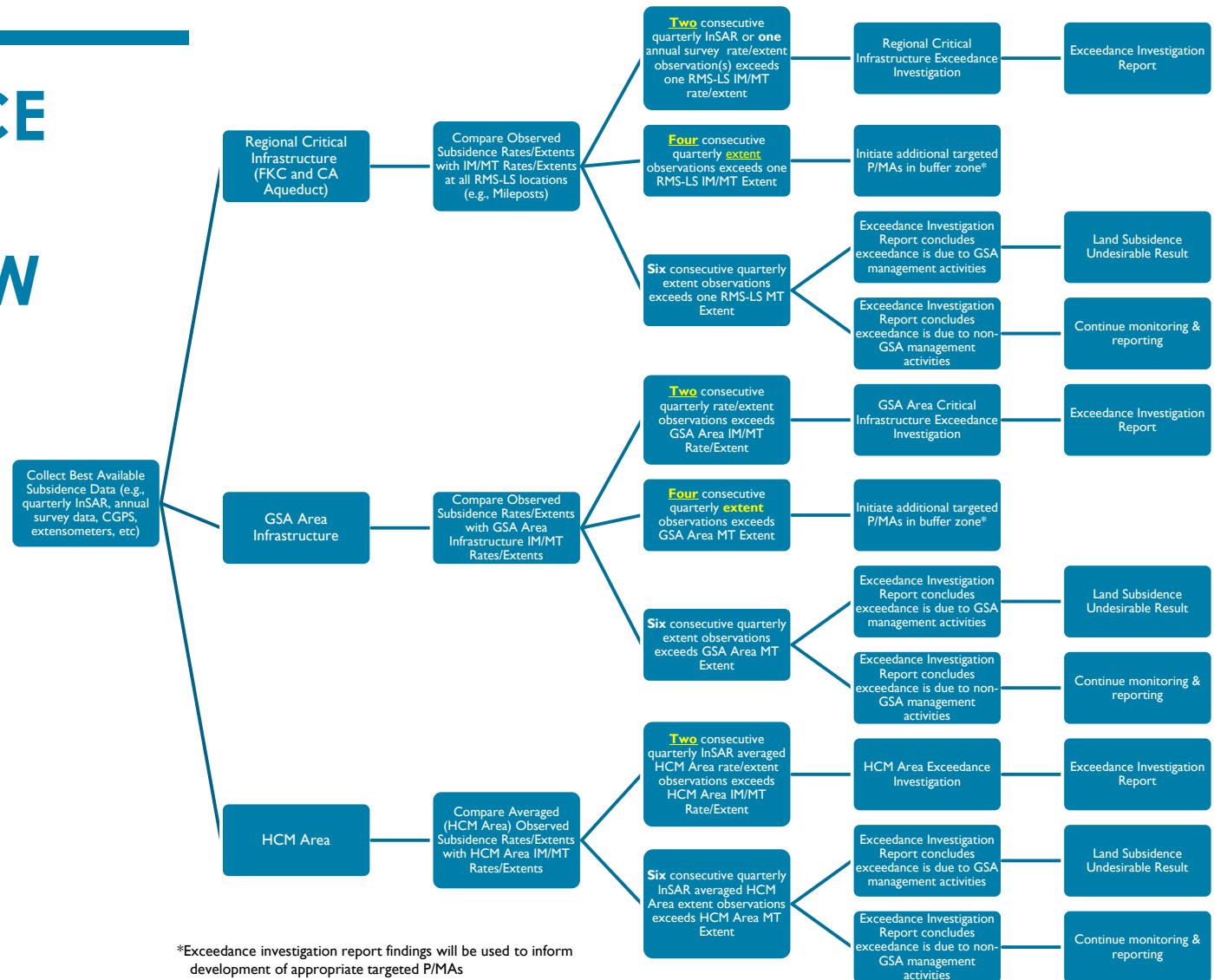
SUMMARY OF REVISIONS: DRAFT TO FINAL

- **ES & Sections 1 – 4:** Introduction; Sustainability Goal; Agency Information; GSP Organization
 - Minor Editorial Changes
- **Section 5:** Description of the Plan Area
 - Section 5.6: Beneficial Use
 - Clarified well planned use/user type definitions and made consistent across GSP and Appendices
 - Section 5.10: Notice and Communication
 - Updates throughout this section regarding 2025 Plan public noticing and outreach to describe engagement activities for consistency with updated Stakeholder Communication and Engagement Plan and Community Outreach and Engagement Strategy
- **Sections 6 – 10:** Basin Setting; Hydrogeologic Conceptual Model; Groundwater Conditions; Water Budget; Management Areas
 - Minor editorial changes

SUMMARY OF REVISIONS: DRAFT TO FINAL

- **Sections 11 – 13: Sustainable Management Criteria**
 - **Section 13.1: Chronic Lowering of Groundwater Levels**
 - All figures/tables and appendices updated to reflect latest MTs and MOs
 - Revised well impact analysis with latest MTs (with nominal changes)
 - Appendix I-3: Added well consolidation information
 - **Section 13.2: Groundwater Storage**
 - Revised storage change analysis using latest MT surface
 - Clarified storage estimates provided are contextual only and UR criteria use groundwater levels as proxy
 - **Section 13.3: Groundwater Quality**
 - Minor editorial changes (clarifying well nomenclature)
 - **Section 13.5: Subsidence**
 - Removed hierarchy for monitoring
 - Appendix K-1 (Subsidence Action Plan): Clarified IM/MT triggers and timelines and added flow chart based on input from CASP

SUBSIDENCE ACTION PLAN FLOW CHART



Slide 5

CL1 Yellow text indicates changes from Draft to Final Plan
Christina Lucero, 2025-07-29T21:43:53.614

SUMMARY OF REVISIONS: DRAFT TO FINAL

- **Section 14: Projects and Management Actions**

- Updated Subbasin Figures based on minor GSA P/MA refinements
- Updated Appendix J (GSA P/MAs) reflecting implementation progress and minor refinements
- Clarified well user type in all relevant appendices (Appendices G and K)

- **Section 15: Monitoring Network**

- Clarified subsidence monitoring network data sets and associated figures

SUMMARY OF REVISIONS: DRAFT TO FINAL

- **Appendix F-1: Stakeholder Communications and Engagement Plan**
 - Updated references as appropriate to 2025 Plan
 - Revised introduction to reflect 2025 Plan process and incorporation of CO&ES
 - From CO&ES: Added description of gap analysis, Community Partner meetings, 2025 Community Workshops, Focus Groups and Pop-Ups, and Digital Outreach
 - Removed timeline (outdated) and combined evaluation and reporting sections
- **Appendix F-3: Community Outreach and Engagement Strategy**
 - Added a new section outlining 2025 Plan revisions in response to community feedback on water quality and mitigation concerns in coordination with SWRCB staff, e.g., expansion of monitoring network, addition of degraded water quality mitigation program track, clarification on well user types

SUMMARY OF REVISIONS: DRAFT TO FINAL

- **Appendix G-I: Well Mitigation Program, Version 2.0**
 - Revised terms and references to the types of systems that are eligible for technical assistance for consistency with Health and Safety Code definitions
 - Clarified Dry Well Mitigation Track and Groundwater Quality Mitigation track for domestic wells and multi-use used for drinking water
 - Clarified Well Technical Assistance Track for Community Water Systems and State Small Water Systems
 - Identified potential future revisions to provide funding assistance to State Small Water systems – up to \$100,000

IMPLEMENTATION PROGRESS

- **Coordination Agreement**

- Revisions to ensure consistency with 2025 GSP

- **KNDLA JPA**

- Revisions in response to SWRCB staff comments

- **Projects and Management Actions**

- **CASP Coordination:** Two bi-weekly meetings with CASP (7/11 & 7/25)
 - Key Takeaways - commitment to ongoing data sharing and collaboration. Final 2025 GSP will be revised to clarify timelines for exceedance triggers and investigation initiation, monitoring data, among other items.
 - Subbasin has committed to collaborating with CASP on further analysis of potential causes of subsidence
- **Data Gaps/RMS: Well Inventory Updates**
 - Salient Updates – GSAs continuing to actively work on their well inventory and submitting updates to incorporate into the Subbasin dataset
 - Focused on identifying destroyed/replaced wells
 - Integrated public supply and Kern County Public Health state-small into the well inventory
 - GSAs incorporated “known” wells without a matching record to ensure all production wells are accounted for in the final inventory

IMPLEMENTATION PROGRESS

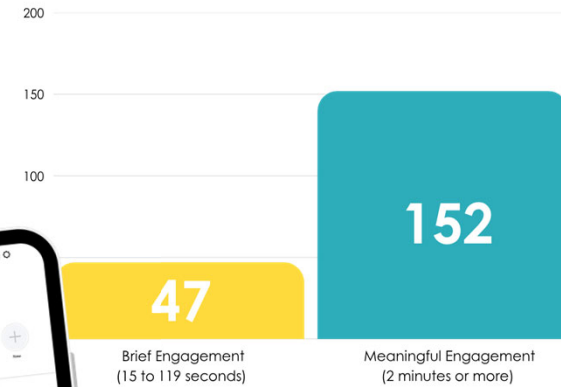
Community Outreach & Engagement

- 5 Meetings with Community Partners (NGOs and CBOs)
- 5 Community Pop-Up Events
- 3 GSP Workshops
- Social media and website updates
- 5 Focus Groups
 - 2 with Lost Hills community members and community partners
 - 1 with Shafter community member and community partners
 - 1 with Small Growers
 - 1 in process of being scheduled with other community groups

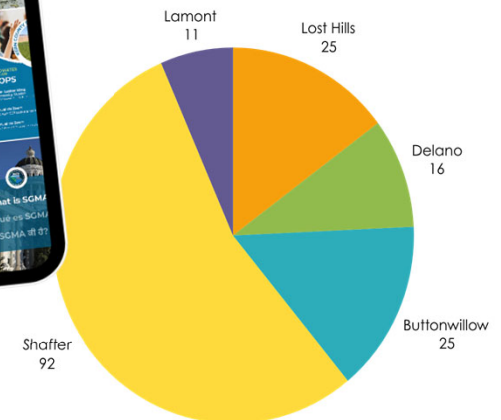


Documentation of engagement and feedback incorporation available in Appendix F

Engagement at April - May 2025 Community Pop-Up Events



Count of Survey Responses by Community Pop-Up Event



COMMUNITY OUTREACH AND ENGAGEMENT

Critical Milestones and Success Factors



Timeline	Project Goals	Key Milestones
March 2025	✓ Increase Awareness	Drafted and submitted CO&ES Strategy Outline to SWRCB Updated Kern Subbasin website Created social media accounts (Facebook and Instagram) Created surveys: Community Partners, Focus Groups, and community members <i>Community Partners Meeting #1</i>
April 2025		Developed Engagement Toolkit Social media accounts went live – ongoing social media updates monthly <i>Pop-up Event #1</i> <i>Focus Group #1</i> <i>Community Partners Meeting #2</i>
May 2025	✓ Comprehensive Feedback	<i>Focus Group #2</i> <i>Pop-up Event #2-5</i> <i>Focus Group #3</i> <i>Community Partners Meeting #3</i>
June 2025	✓ Improve Communication	<i>Community Workshops #1-3 “2025 Plan” (In-Person and Virtual)</i> Distributed Engagement Toolkit (GSAs, Community Partners) <i>Community Partners Meeting #4</i> Submitted CO&ES Strategy to SWRCB and posted to Kern Subbasin website for public review and comment
July 2025		<i>Focus Group #4</i> <i>Community Partners Meeting #5</i>

SCHEDULE

- **June 20 – July 21:** Kern Subbasin Public Comment Period
 - 6 Comment Letters Received
 - Responses to Comments Addressed (Appendix N-2)
- **August:**
 - Adoption by all Kern Subbasin GSAs
 - Coordination with SWRCB Board Members
 - SWRCB Probationary Hearing Panel Presentations:
 - Notice for Panel Presentations (*early this month*) & Panel Presentations Due (*end of month*)
- **Early September:**
 - Transmittal of Final 2025 Plan to SWRCB staff
 - Transmittal of Community Outreach and Engagement Progress Update to SWRCB Board
 - SWRCB Final Staff Report (*~10 days prior to hearing*)
- **September 17:** Continued Probationary Hearing

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 9A2



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August 13, 2025

TO: GROUNDWATER COMMITTEE
Directors Holtermann, Alternate Glende

FROM: David Hampton and Ram Venkatesan

RE: Third Amended Kern County Subbasin Coordination Agreement

RECOMMENDED MOTION:

“Approve the Third Amended Kern County Subbasin Coordination Agreement as substantially presented.”

DISCUSSION:

Due to the development of the amended final draft of the 2025 Kern Subbasin GSP, the Kern County Subbasin Coordination Agreement was revised to clean up agreement language and to address the well mitigation program and the coordinated data management system. The notable changes are highlighted in the attached draft coordination agreement.

District staff recommends the Board approve the Third Amended Kern County Subbasin Coordination Agreement as substantially presented.

Attachments:

Draft Third Amended Kern County Subbasin Coordination Agreement.

Third Amended Kern County Subbasin Coordination Agreement

This Third Amended Kern County Subbasin Coordination Agreement (“Agreement” or “Coordination Agreement”) is made effective as of _____, 2025 by and among the Groundwater Sustainability Agencies (each a “GSA” and collectively “GSAs”) within the Kern County Subbasin (each a “Party” and collectively the “Parties”) developing multiple Groundwater Sustainability Plans (“GSPs”). The Parties are identified in Attachment 1 and make this Agreement with reference to the following facts:

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act, and regulations were later adopted to implement SGMA and are codified in Title 23 of the California Code of Regulations (“CCR”), all of which are referred to collectively in this Agreement as “SGMA”; and

WHEREAS, SGMA requires all groundwater basins designated as high or medium priority by the Department of Water Resources (“DWR”) to manage groundwater in a sustainable manner; and

WHEREAS, the Kern County Subbasin (Basin Number 5-22. 14, DWR Bulletin 118) (“Subbasin”) which lies within the San Joaquin Valley Groundwater Basin, has been designated as a high-priority basin by DWR; and

WHEREAS, the Subbasin includes twenty (20) GSAs managing the Subbasin through multiple coordinated GSPs; and

WHEREAS, SGMA allows local agencies to engage in the sustainable management of groundwater, but requires GSAs intending to develop and implement multiple GSPs within a subbasin to enter into a coordination agreement; and

WHEREAS, the Agreement does not prevent any Party from providing comments on a GSP, or otherwise coordinating among parties with regard to specific items in a GSP outside this Agreement, on issues including but not limited to specific border conditions between GSPs and/or the timing and/or effect of projects and management actions contained within another GSP; and

WHEREAS, nothing in this Agreement represents or should be construed as the determination of any claim or assertion of a groundwater right; specifically, the coordinated water budget information or data does not amount to an allocation, or otherwise represent a determination, validation, or denial of any claimed or asserted groundwater right;

WHEREAS, this Agreement shall supersede and replace all prior agreements, promises, and understandings, oral or written, related to the coordination of GSPs in the Subbasin, including the Coordination Agreement effective January 20, 2020, the First Amended Coordination Agreement effective July 22, 2022, and the Second Amended Coordination Agreement effective December 13, 2024.

THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the Parties agree as follows:

Section 1 Purpose

The purpose of this Agreement is to comply with SGMA coordination agreement requirements and ensure that the multiple GSPs within the Subbasin are developed and implemented utilizing the same data and methodologies as required under SGMA, and that the elements of the GSPs are appropriately coordinated to support sustainable management.

The Parties intend for this Agreement to describe how the Parties will work together to ensure coordinated implementation of the multiple GSPs covering the Subbasin to satisfy the requirements of SGMA. In particular, it documents the Parties' agreement to rely upon or otherwise include identical language, content, and form for the GSPs, and to require any future amendment to those GSPs be approved by unanimous consent of the Parties, unless a change is (1) specific to an individual GSA's data or information, (2) required to comply with SGMA, and (3) would not otherwise impact the language, content, and form of the collective GSPs approved through the governance process described in Section 3 below. This Agreement shall be incorporated into each GSP that is adopted to cover a portion of the Subbasin.

Section 2 General Guidelines

Responsibilities of the Parties

The Parties shall work collaboratively to comply with SGMA and this Agreement. Each Party to this Agreement is a GSA and acknowledges it is bound by the terms of the Agreement. This Agreement does not otherwise affect any Party's responsibility to implement the terms of the GSP it has adopted pursuant to SGMA. Rather, this Agreement is the mechanism through which the Parties will coordinate portions of the multiple GSPs to ensure such GSP coordination complies with SGMA.

No Adjudication or Alternative Plans in the Subbasin

As of the date of this Agreement, there are no portions of the Subbasin that have been adjudicated or have submitted an alternative to a GSP to DWR pursuant to Water Code section 10733.6.

Section 3 Governance

Subbasin Coordination Committee

The Subbasin Coordination Committee will facilitate discussion of Coordination Activities (defined below). The Subbasin Coordination Committee will consist of one representative appointed from each Party. Compensation for service on the Subbasin Coordination Committee, if any, is the responsibility of the appointing Party. Each Subbasin Coordination Committee member shall serve at the pleasure of the appointing Party and may be removed or substituted from the Subbasin Coordination Committee by the appointing Party at any time.

3..1 The Subbasin Coordination Committee will meet periodically as it deems necessary to carry out the activities described in this Agreement.

3..2 The Subbasin Coordination Committee may suggest subcommittees, workgroups, or otherwise request staff and/or consultants of the Parties develop technical data, supporting information and/or recommendations.

The purposes of the Subbasin Coordination Committee are to (1) provide a forum to discuss each Party's recommendation regarding the appointment of a Plan Manager who will act in accordance with this Agreement; and (2) provide a forum wherein the Parties may discuss Subbasin coordination activities, which may include the Parties' development, planning, financing, environmental review, permitting, implementation, and long-term monitoring of the multiple GSPs in the Subbasin, pursuant to SGMA requirements ("Coordination Activities").

Plan Manager

Appointment (or renewal) of the Plan Manager shall require the affirmative vote of more than 75% of the, and any vote to remove the Plan Manager shall require a vote of more than 25% of the. A removed Plan Manager is not eligible for reappointment. Any Party may call for a review of the Plan Manager's engagement at any time. The Plan Manager shall serve as the point of contact for DWR, as specified in 23 CCR § 357.4, subd. (b)(1), and State Water Resources Control Board ("SWRCB"), as appropriate. The Plan Manager shall submit or assist with the submittal of all GSPs, plan amendments, supporting information, monitoring data and other pertinent information, Annual Reports, and periodic evaluations to DWR or SWRCB when required. The Plan Manager has no authority to take any action or represent the Subbasin Coordination Committee or a particular Party without the specific direction and authority of the Subbasin Coordination Committee or Party. The Plan Manager is obligated to immediately disclose all communications he/she receives in his/her capacity as Plan Manager to the Subbasin Coordination Committee and the GSA(s) particularly affected, as appropriate under the circumstances.

Section 4 Exchange of Data and Information

Procedure for Exchange of Information

4..1 The Parties may exchange information through collaboration and/or informal requests made at the Subbasin Coordination Committee level or through subcommittees suggested by the Subbasin Coordination Committee. However, to the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Subbasin Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile machine or other electronic means to the appropriate representative as named in this Agreement.

4..2 Nothing in this Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Subbasin Coordination Committee.

Non-Disclosure of Confidential Information

Pursuant to Section 4.1 of this Agreement, a Party may provide one or more of the other Parties with confidential information. To ensure the protection of such confidential information and in consideration of the agreement to exchange said information, appropriate arrangements may be made to restrict or prevent further disclosure.

SECTION 5 GSP Data and Methodologies

Pursuant to Water Code section 10727.6 and 23 CCR § 357.4, the Parties have agreed to the same data and methodologies used in their respective GSPs for the following: (1) groundwater elevation data; (2) groundwater extraction data; (3) surface water supply; (4) total water use; (5) change in groundwater storage; (6) water budget; and (7) sustainable yield. In addition, the Parties have further agreed to the same data and methodologies used in the development of Sustainable Management Criteria (SMC). The Parties have further agreed that such methodologies will continue to be used in the future development and implementation of such GSPs, except to the extent modified by the Parties in the future in compliance with SGMA and the protocols established in the GSPs.

Coordinated Data Management System

The Parties have developed and will maintain a data management system (“DMS”) that is capable of storing and reporting information relevant to the development and/or implementation of the GSPs and Monitoring Network of the Subbasin as described in the GSPs as required by SGMA.

SECTION 6 Coordinated Monitoring Networks

The Parties shall rely upon the Subbasin Monitoring Networks and Subbasin Monitoring Networks Objectives, developed in compliance with 23 CCR §§ 354.32 - 354.40, for all GSAs and any management areas within the boundaries of the defined Subbasin, and do so in the development and implementation of the GSPs covering the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols established in the GSPs, including Sections 8 (“Current and Historical Groundwater Conditions”) and 15 (“Monitoring Network”). The Parties have selected the infrastructure (wells, extensometers, etc.) comprising the Monitoring Network because it accurately represents baseline groundwater conditions and is designed to generate sufficient data to evaluate changing conditions occurring through implementation of the GSPs.

The Parties shall also rely upon the methodology applied to identify specific infrastructure for the Subbasin Monitoring Networks and the objectives that have been developed in compliance with 23 CCR, §§ 354.32 - 354.40 for all GSAs and any management areas within the defined boundaries of the Subbasin. As such, future changes to the Monitoring Networks must employ the same methodologies applied to selecting infrastructure and establishing SMC, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols established in the GSPs.

Monitoring Networks Protocols

The Parties agree to rely upon the Monitoring Networks Protocols, developed in compliance with 23 CCR §§ 354.32 - 354.40, for all of the areas within the defined boundaries of the Subbasin. The Parties further agree that such methodologies will continue to be used in the development and implementation of GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols established in the GSPs.

Party Changes to Subbasin Monitoring Networks

Should changes to the Subbasin Monitoring Networks be necessary, the Parties agree to comply with the protocols established in the GSPs, and as follows.

To initiate a change to the Subbasin Monitoring Networks, a Party shall submit a request to the Plan Manager and notify the Subbasin Coordination Committee. The request shall contain the details and data reasonably necessary to review the request and evaluate potential effects, and as required by DWR. At a minimum, a request should provide the following information:

1. Reason for change (e.g., collapsed well, dedicated monitoring station constructed, additional monitoring to represent recently constructed project, etc.).
2. Type of monitoring point, construction information (e.g., well depth, use type, etc.), description of conditions being represented and documentation of how the monitoring point is representative of those conditions, **elevation**, and latitude/longitude coordinates.
3. Applicable sustainability indicators (i.e., groundwater levels, water quality, subsidence, groundwater in storage), and SMCs and documentation of data and methodology used to establish each SMC, if historical data is available.

The Plan Manager shall prepare a coordinated request memorandum for Subbasin Monitoring Networks changes semiannually on June 1st and January 1st for submittal to the Subbasin Coordination Committee and DWR. The Plan Manager shall report receipt of DWR confirmation and/or collect additional information as requested by DWR following submittal of the request. Following DWR processes, the Plan Manager shall confirm the changes with the individual Party(ies) and Subbasin Coordination Committee, in compliance with SGMA and any DWR guidelines.

SECTION 7 Coordinated Water Budgets

The Parties agree to rely on the coordinated Water Budgets, developed in compliance with 23 CCR § 357.4 subd. (b), for all GSAs and any management areas within the boundaries of the defined Subbasin. The Parties further agree that such methodologies will continue to be used in the development and implementation of GSPs that cover the Subbasin in the future, except to the extent the Parties mutually agree to modifications in compliance with SGMA and the protocols established in Section 9 (“Water Budget Information”) of the GSPs.

SECTION 8 Well Mitigation Program

The Parties have established, and will continue, a Subbasin domestic well mitigation program (“Well Mitigation Program”), and exceedance policies, to provide emergency and interim drinking water supplies, and long-term solutions for households reliant on domestic wells that have lost access to drinking water due to dry wells, or have lost well production or experienced groundwater quality degradation caused by groundwater management activities of a GSA. The current version of the Well Mitigation Program is attached to the GSPs, which may be amended from time to time by agreement of the Parties without an amendment of this Agreement.

SECTION 9 Adoption and Use of the Coordination Agreement

Cooperative Implementation of GSPs

The Parties intend that the multiple GSPs will be implemented together to satisfy the requirements of SGMA. To facilitate cooperative and coordinated plan implementation, the Parties have agreed to utilize the same groundwater models, descriptions of the physical setting and characteristics of the separate aquifer systems within the Subbasin, methodologies as specified in Water Code section 10727.6, definitions of undesirable results, minimum thresholds, measurable objectives, and monitoring protocols that together provide a description of the sustainable yield of the entire Subbasin and how it will be sustainably managed.

GSP and Coordination Agreement Submission

The Parties shall submit their respective GSPs to DWR or SWRCB through the Plan Manager in accordance with SGMA. The Parties intend for this Agreement to demonstrate compliance with the requirements of providing an explanation of how the GSPs implemented together satisfy Water Code sections 10727.2, 10727.4, and 10727.6 for the entire Subbasin.

Reporting Coordination

Annual Reports

The Parties will submit a joint annual report to DWR through the Plan Manager by April 1 annually. The annual report shall contain information about the Subbasin as duly required by SGMA or DWR. (report element detail removed)

Annual Data Collection and Reporting

The Parties will submit to DWR through the Plan Manager their collective data for Representative Monitoring Wells, as provided in the GSP. Each Party shall provide groundwater level data for their Representative Monitoring Wells in the Subbasin Monitoring Network as follows:

- Collection of data between the approved timeframes only
- Spring Measurements: January 15th to March 30th
- Fall Measurements: August 15th to November 15th

The Plan Manager shall submit the collective data to DWR after obtaining data from each Party within the Subbasin as follows:

- Spring Measurements: July 1st
- Fall Measurements: January 1st

The Parties agree to comply with these requirements to provide data into the DMS annually.

Exceedances

The Parties agree to comply with the Exceedance Policy and Action Plans (Appendix K-1) and Degraded Water Quality Implementation Provisions (Appendix K-2).

In Event Entire Subbasin Not Covered by GSP

In the event it appears that the entire Subbasin may not be covered by one or more GSPs after January 31, 2020, each Party may take such action as deemed necessary or appropriate by such Party with respect to filing its GSP and/or other documents with DWR or the SWRCB.

Duration of Coordination Agreement

This Coordination Agreement shall commence upon its full execution and continue until the next periodic evaluation of the GSP(s) covering the Subbasin pursuant to 23 CCR § 356.4, or action by the SWRCB to designate all or part of the Subbasin as probationary under Water Code section 10735.2, whichever occurs first. If the SWRCB takes action first, then this Agreement will continue for twelve (12) months after the effective date of the SWRCB's action. The Parties shall review the Coordination Agreement for renewal, with or without amendment or modification, at each periodic evaluation or upon action by the SWRCB to designate all or part of the Subbasin as probationary.

SECTION 10 Modification and Termination

Modification

This Agreement shall be reviewed as part of each periodic evaluation under 23 CCR § 356.4 and may be supplemented, amended, or modified only by the written agreement of all the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

This Agreement may also be amended at any time by unanimous agreement of the Parties.

Withdrawal, Termination, Adding Parties

A Party may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days' written notice to the other Parties.

A new GSA or group of GSAs may be added as a Party to this Agreement if such entity or entities is submitting a GSP that will cover a portion of the Subbasin that would otherwise be without coverage.

This Agreement may be terminated by unanimous written consent of all the Parties. Nothing in this Agreement shall prevent the Parties from entering into another coordination agreement.

SECTION 11 Dispute Resolution

Procedures for Resolving Conflicts

In the event that any dispute arises among the Parties relating to the rights and obligations arising from this Agreement, the aggrieved Party or Parties shall provide written notice to the other Parties of the dispute. Within thirty (30) days after such written notice, the disputing Parties shall attempt in good faith to resolve the dispute through informal means. If the disputing Parties cannot agree upon a resolution of the dispute within thirty (30) days from the provision of written notice

specified above, the dispute will be elevated to the Subbasin Coordination Committee for consideration, along with the notice of dispute and any other relevant supporting documentation produced and shared by the disputing Parties pursuant to their informal meet and confer process. The Subbasin Coordination Committee may issue a recommendation concerning resolution of the dispute. If the disputing Parties cannot agree upon a resolution of the dispute following the input of the Subbasin Coordination Committee, the disputing Parties will meet and confer to determine if other alternative dispute resolution methods are agreeable, including voluntary non-binding mediation, which may include the DWR or SWRCB dispute resolution process, arbitration, or appointment of a panel of technical experts prior to commencement of any legal action. The cost of alternative dispute resolution shall be paid in equal proportion among the Parties to the dispute, otherwise the disputing Parties shall bear their own costs. Upon completion of alternative dispute resolution, if any, and if the controversy has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

Litigation

In the event this section does not resolve a dispute (including a mutually agreeable settlement through informal negotiation or voluntary mediation), the aggrieved Party may file suit in a County Superior Court with jurisdiction to provide a binding decision on the matter. Nothing in this Agreement shall be used to limit one Party's ability to file litigation against another Party for the purpose of enforcing SGMA compliance or other matters related to groundwater.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Attachment 1

[Insert All GSAs]

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 9A3



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August 13, 2025

TO: GROUNDWATER COMMITTEE
Directors Holtermann and Alternate Glende

FROM: David Hampton and Ram Venkatesan

RE: Fourth Amended and Restated Joint Exercise of Powers Authority for KNDLA

RECOMMENDED MOTION:

“Approve Fourth Amended and Restated Joint Exercise of Powers Authority (JPA) for the Kern Non-Districted Land Authority (KNDLA) as substantially presented.”

DISCUSSION:

At the July 15, 2025, Board of Directors Meeting, the Board approved the proposed Fourth Amended and Restated Joint Exercise of Powers Authority (JPA) for KNDLA . The key issue that prompted the revisions was that State Board Senior Staff Counsel had concerns regarding what they deemed as an expiration term in the current KNDLA JPA. To address this, the Subbasin agreed to amend the JPA to remove the two-year term and clarify the ability for a member to withdraw by providing 90-day notice.

Certain KNDLA members continued to have concerns regarding the 90-day notice withdrawal provision and preferred language that effectively would not allow members to withdraw. The majority of the members were opposed to such language. Currently, all members agreed to revising the withdrawal provision to a 180-day notice.

District Staff and counsel have reviewed the proposed changes and recommend the Board approve the Fourth Amended and Restated Joint Exercise of Powers Authority (JPA) for KNDLA as substantially presented.

Attachment:

Draft Fourth Amended and Restated Joint Exercise of Powers Authority for KNDLA

**FOURTH AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
KERN NON-DISTRICTED LAND AUTHORITY**

THIS FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (**Agreement**) is made and effective on the last date executed (**Effective Date**) pursuant to the California Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*) by and among the public agencies listed on the attached **Exhibit A** (each, a **Member** and collectively, **Members**) providing for the Kern Non-Districted Land Authority (**Authority**) and setting the terms pursuant to which the Authority will operate.

RECITALS

A. Some of the Members previously entered into a Joint Exercise of Powers Agreement to form the Kern Groundwater Authority under the California Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*). The member agencies of the Kern Groundwater Authority, as they existed from time to time, have three times amended and restated their Joint Exercise of Powers Agreement. The Members now want to again amend and restate that agreement by this Agreement for the purposes described below as well as change the name of the joint powers authority to more accurately reflect its singular purpose.

B. Each of the General Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (**SGMA**), duly organized and existing under and by virtue of the laws of the State of California, or an approved groundwater sustainability agency under SGMA, able to exercise powers related to groundwater management within its boundaries.

C. The Members, individually and collectively, have the goal of cost-effective, sustainable groundwater management in the Kern County Subbasin considering the interests and concerns of the Members and other stakeholders. As used in this Agreement, “**Kern County Subbasin**” means that basin as defined in Department of Water Resources Bulletin 118, as its boundaries may be modified from time to time through the procedures described in California Water Code section 10722. The Kern County Subbasin is designated as a high-priority basin by the Department of Water Resources (**DWR**).

D. Water Code section 10735.2(a)(2) provides that the State Water Resources Control Board (**State Board**) may designate the Kern County Subbasin as a probationary basin if after January 31, 2020 none of the following have occurred:

1. A groundwater sustainability agency (**GSA**) has adopted a groundwater sustainability plan (**GSP**) for the entire Kern County Subbasin;
2. A collection of local agencies has adopted GSPs that collectively serve as a

GSP for the entire Kern County Subbasin; or

3. DWR has approved an alternative pursuant to Water Code section 10733.6.

E. No GSA within the Kern County Subbasin has adopted a GSP for the entire Kern County Subbasin nor has DWR approved an alternative pursuant to Water Code section 10733.6. However, the Members have, either individually or with others, adopted GSPs collectively serving as a GSP for the entire Kern County Subbasin.

F. Water Code section 10724(a) provides that, “[i]n the event that there is an area within a high- or medium-priority basin that is not within the management area of a [GSA], the county within which that unmanaged area lies will be presumed to be the [GSA] for that area.” The County of Kern declined to serve as the GSA for the unmanaged areas within the Kern County Subbasin.

G. The Kern County Water Agency (**KCWA**), having water management and supply responsibilities within the entire Kern County Subbasin, has previously agreed to provide the Authority, then known as the Kern Groundwater Authority (**KGA**), with KCWA’s jurisdictional authority over the Kern County Subbasin for the unmanaged areas lying outside the boundaries of any public agency with the required water management and supply responsibilities (**Non-districted Land**). The KGA or, in some cases, the County of Kern then entered into agreements with certain Members to enable those Members to include some Non-districted Land within their GSP or GSP chapter, as the case may be (**Outside Member Land**).

H. The intent of the Members is that the Authority will offer GSP coverage for Non-districted Land and, in some cases, offer regulatory authority to certain Members for Outside Member Land, through a grant of jurisdiction from KCWA, to maintain GSA and GSP coverage of the entire Kern County Subbasin and to avoid a probationary determination for the Kern County Subbasin by the State Board due to an adverse finding under Water Code section 10735.2(a)(2). The Members expressly intend that the Authority will *not* have the authority to limit or interfere with a Member’s rights and authorities under its GSP, what lands are included in a Member’s GSA or GSP, or over a Member’s own internal matters, including, but not limited to, a Member’s surface water supplies, groundwater supplies, projects, facilities, operations, and water management.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:

ARTICLE 1

DEFINITIONS

1.1 “Associate Members” means those Members of the Authority identified on the attached **Exhibit A** as an Associate Member or later admitted as an Associate Member in accordance with the terms and provisions of this Agreement and consistent with SGMA that are not General Members. The Board of Directors may from time to time admit Associate Members on terms and conditions consistent with SGMA and as determined by the Board. Representatives of Associate Members may not serve on the Board and/or Board Committees. Likewise, while the Board of Directors welcomes their input, the representatives of Associate Members shall be non-voting, their presence shall not be counted in determining whether a quorum is present, and they shall not be permitted in closed sessions of the Board of Directors, unless directed otherwise by the Board of Directors.

1.2 “Board of Directors” or “Board” means the governing body of the Authority as established by Section 3.01 below.

1.3 “General Member” means those Members of the Authority identified as General Members on the attached **Exhibit A** or later admitted as a General Member in accordance with the terms and provisions of this Agreement. A local agency as defined by SGMA may participate as a General Member on its own behalf or join with one or more agencies as a single General Member. Multiple agencies which elect to coordinate their representation as one General Member shall, for purposes of this Agreement, be treated as one General Member.

1.4 “Jurisdictional Member” means the Kern County Water Agency. The Jurisdictional Member is not a General Member or an Associate Member of the Authority. The sole purpose of the Jurisdictional Member within the Authority is to provide the Authority with regulatory authority under SGMA for Non-districted Land, including Outside Member Land. The Jurisdictional Member will not have any obligation to fund the Authority or otherwise pay money to the Authority under Article 5 of this Agreement. The Jurisdictional Member has no seat or voting rights on the Board of Directors, no responsibility to draft a GSP or GSP chapter covering any Non-districted Land or Outside Member Land, or any other responsibility under this Agreement unless otherwise agreed in writing by the Jurisdictional Member.

1.5 “Members” means the General Members, Associate Members, and Jurisdictional Member.

1.6 “Special Activities” means activities that are consistent with the purpose of this Agreement, but undertaken by all or fewer than all the Members in the name of the Authority pursuant to Section 4.9 below.

ARTICLE 2

CREATION OF AUTHORITY

2.1 Creation of Authority. There is hereby created under the provisions of Government Code sections 6500 *et seq.*, a joint powers authority, which will be a public entity separate from the Members and shall be known as the Kern Non-Districted Land Authority. Within 30 days after the Effective Date and after any amendment, the Authority shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within 70 days after the Effective Date, the Authority shall cause a statement of the information concerning the Authority required by Government Code section 53051 to be filed with the office of the California Secretary of State and with the County Clerk for the County of Kern setting forth the facts required to be stated under Government Code section 53051(a).

2.2 Purpose of the Authority. The Authority intends, among other things, to adopt and implement a GSP or GSP chapter for Non-districted Land, and enter into agreements, as necessary and requested, with General Members to provide them with the required regulatory authority to include Outside Member Land in a General Member's GSP or GSP chapter. This includes continued implementation of the Authority's adopted GSP existing as of the Effective Date pending the Authority's adoption of any amended GSP or GSP chapter. The sole purpose of the Authority is to provide regulatory authority for Non-districted Land so those lands are able to be regulated under a GSP as required by SGMA.

2.3 Term. This Agreement will become effective upon execution by all of the Members and will remain in effect unless earlier terminated pursuant to Section 4.10. Unless and until terminated, this Agreement shall remain in effect and be binding upon the Members, and upon all future Members, except as to any party which is terminated or withdraws from its participation in the Authority pursuant to Section 4.10.. The Members are committed to transitioning, prior to the termination of this Agreement, SGMA implementation over Non-districted Land to the owners of those lands who have historically extracted groundwater for use on those lands, the County of Kern, or another appropriate agency. Notwithstanding the foregoing, this Agreement will terminate upon the County of Kern becoming the GSA for all Non-districted Land. In the event the State Board designates the Kern Subbasin as a probationary basin, this Agreement will remain in effect, but all actions of the Authority related to the Authority's purpose, as described in Section 2.2 above, following that probationary designation must be taken as Special Activities.

ARTICLE 3

POWERS

The Authority shall possess the power in its own name to exercise any and all common powers of its General Members reasonably related to the purpose of the Authority, including (1) making and entering into contracts with the Jurisdictional Member, General Member(s), Associate Member(s), and others as necessary to accomplish the Authority's purpose, (2) serving as a GSA, as well as developing, adopting and implementing a GSP or GSP chapter, for Non-districted Land, except Outside Member Land for which a General Member serves as a GSA, and (3) such other powers as are expressly set forth in the Joint Exercise of Powers Act (Govt. Code, §§ 6500 *et seq.*), and may be exercised consistent with the purpose of the Authority. In the development and adoption of a GSP or GSP chapter, the Authority must reasonably consider the interests of owners of Non-districted Land who have historically extracted groundwater for use on those lands. The Authority will not oppose the inclusion of any Non-districted Lands in the GSA/GSP of any Member, as may be agreed upon a Member and Non-districted Landowner. For purposes of Government Code section 6509, and unless the Authority has adopted applicable rules, regulations, policies, bylaws and procedures, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on Cawelo Water District or, if Cawelo Water District ceases to be a General Member, another California water district that is a General Member of the Authority.

ARTICLE 4

INTERNAL ORGANIZATION

4.1 Governing Body. The Authority will be governed by a Board of Directors which is hereby established, and which shall be initially composed of representatives for each of the General Members and two representatives for owners of Non-districted Land. The Non-districted Land representatives will be appointed by the Board following recommendations(s) from Members or owners of Non-districted Land. There will not be a representative for any Associate Member on the Board of Directors, although a person affiliated with an Associate Member may be appointed to serve on the Board as a representative for owners of Non-districted Land. Without amending this Agreement, the Board of Directors composition will be altered from time to time to reflect the termination and/or admission of any new General Members.

4.2 Directors. Each General Member's governing board shall select a representative to serve as its representative on the Board. A Member may designate a representative to serve as its alternate Director. The role of each alternate Director is to assume the duties of the Director appointed by his/her Member agency in the event of the absence or unavailability of such Director, including the Director's duties as a member of any Committee established pursuant to Section 4.4

below. A Director and any alternate Director so named will continue to serve until his or her respective successor is appointed.

4.3 Officers. The Board shall select a Chair from among the Board of Directors who shall be the presiding officer of the Board meetings. The Board shall also select a Vice Chair from among the Board of Directors who shall serve as the presiding officer in the absence of the Chair. The Board shall also select a Secretary, who need not be a member of the Board of Directors. The terms of such Officers shall be established by the Board of Directors from time to time and as necessary.

4.4 Committees. The Board of Directors may from time to time appoint one or more ad hoc or standing committees to assist in carrying out the purposes and objectives of the Authority. The Board shall determine the purpose and need for such committees. No committee or participant on such committee will have any authority to act on behalf of the Authority.

4.5 Quorum. Directors holding two-thirds of the voting power on the entire Board of Directors on a matter shall constitute a quorum for the transaction of Authority business, including any committee meetings. Any Board member abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting.

4.6 Voting. Voting by the Board of Directors shall be made on the basis of one vote for each Director. A Director may vote on all matters of Authority business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors. A Director (including a Director serving as a member of a committee) may vote on any matter or action even if (a) that would affect the Member represented by such Director, or (b) that would impact any land or landowners within the boundaries of the Member represented by such Director or Outside Member Land managed in whole or in part by such Member.

4.7 Affirmative Decisions of the Board of Directors. Except as otherwise provided in this Agreement, all decisions of the Board of Directors require the affirmative vote of 75 percent of the total number of Directors on the Board present and voting. Notwithstanding the foregoing, any approval or amendment to the Authority's GSP shall require the affirmative vote of 100 percent of the Directors on the Board.

4.8 Meetings. Meetings of the Board of Directors and any committee (to the extent applicable) shall be conducted in accordance with the Ralph M. Brown Act (Govt. Code, §§ 54950, *et seq.*)

4.9 Special Activities. With the prior approval of 100 percent of the Board of Directors, Members may undertake Special Activities in the name of the Authority. All Members shall be given the opportunity to participate in each Special Activity of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (a) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (B) the Members

to the activity agreement shall indemnify, defend and hold the Authority, and the Authority's other Members, harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities, or obligations attributable to such Special Activity.

(a) **Continued Administration of Existing Grants.** As a first Special Activity, which will not be subject to approval by the Board of Directors, the Members agree the Authority may continue to administer grants awarded to the Authority prior to the Effective Date in the same fashion as those grants have historically been administered by the Authority. However, this agreed Special Activity for administration of existing grants may not serve as a precedent for administration by the Authority of any future grants as those must be the subject of an additional Special Activity and Board approval.

4.10 Admission, Withdrawal, and Termination of Members.

(a) Additional parties may join in this Agreement and become Members or Associate Members upon the approval of the entire Board of Directors, subject to terms and conditions as may be established by the Board of Directors. Prior to being admitted as a new Member, an entity shall execute an agreement to be bound by the terms of this Agreement and any other terms and conditions established by the Board of Directors.

(b) A Member may withdraw from the Agreement by providing 180 days' notice to the Executive Director and all current Members. Withdrawal does not affect, alleviate, or otherwise terminate any financial obligations made prior to notice of withdrawal while a Member, including payment of budget obligations approved while still a Member.

(c) A Member may be terminated by a 75 percent vote of the Directors representing Members not subject to the termination vote if such Member is then in breach of this Agreement and the breach is identified in the vote of the Board of Directors. Upon termination, the breaching Member shall no longer be a Member of the Authority; provided, that such termination shall become effective no earlier than 90 days after such vote of the Board of Directors and shall only be effective if the breach identified in the vote of the Board of Directors has not been cured by the effective date for the termination.

- (d) The terminated Member will also be entitled to copies of all non-confidential documents, information, and material developed by the Authority and paid for in whole or in part by the Member prior to the Member's termination.
- (e) A Member's withdrawal under Section 4.10(b) or termination under Section 4.10(c) shall not otherwise affect the Agreement or the Authority's ability to operate under this Agreement without the terminated or withdrawn Member.

ARTICLE 5 FINANCIAL PROVISIONS

5.1 Fiscal Year. The fiscal year of the Authority shall be from January 1 through December 31 of each calendar year (**Fiscal Year**).

5.2 Funds; Accounts. An outside certified public accountant shall serve as the fiscal agent and Treasurer of the Authority unless otherwise determined by the entire Board of Directors. The fiscal agent shall be responsible for all money of the Authority from whatever source. The Board of Directors may compensate the fiscal agent for services rendered.

(a) All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members.

(b) The Authority shall contract with a certified public accountant to make an audit or review of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code. All costs associated with this Audit will be the full responsibility of the Authority.

5.3 Property; Bonds. The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 5.3 above, who shall have charge of, handle, or have access to any property of the Authority. Each such officer and person shall file a bond in an amount designated by the Board of Directors.

5.4 Budget. By a date set by the Board of Directors each Fiscal Year, the Board of Directors shall adopt a budget for the Authority for the ensuing Fiscal Year; provided, that except as provided in Section 5.5 below, the Authority shall not impose assessments or other charges on Members. Notwithstanding the foregoing, by its execution of this Agreement, each Member confirms that it has authorized its Director and any alternate Director to approve or disapprove actions and expenditures by the Authority over and above the approved annual budget of the Authority for a Fiscal Year that do not create a fiscal obligation greater than \$5,000 on such Member without further action of such Member.

5.5 Payments to the Authority.

(a) Except as otherwise provided, all fees, costs and expenses incurred by the

Authority for general administrative services, such as legal, preparation of audits, and other general administrative functions, and activities related to development and implementation of a GSP for Non-districted Land covered by the Authority's GSP or GSP chapter shall be funded (i) from permissible contributions from or charges to third parties, including landowners within the Non-districted Land covered by the Authority's GSP or GSP chapter and (ii) assessments on the Members and Associate Members, levied from time to time by the Board of Directors to carry out the activities of the Authority generally applicable to all General Members and Associate Members, as shown on the attached **Exhibit A**. Members that were not Members of the Authority prior to the Effective Date (i.e., Members joining the Authority through execution of this Agreement) shall not be obligated to pay assessments to the Authority for any of the debts, liabilities or obligations of the Authority incurred prior to the Effective Date, unless expressly assumed in writing.

(b) No Member or Associate Member shall be bound, financially or otherwise, by any obligation, contract or activity undertaken by the Authority unless and except to the extent agreed upon by the Member, except that each Member shall be obligated to fund its then current annual share of the annual budget (i.e., general administrative services, such as legal, preparation of audits, and other general administrative functions) of the Authority, provided such budgets are otherwise approved as provided herein. Funding of other matters shall be through Special Activity agreements or as otherwise agreed to by the Members in writing.

5.6 Liability For Debts. The Members do not intend to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in under Government Code section 895.2, as amended or supplemented. Provided, however, if any Member(s) of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful act or omission occurring in the performance of this Agreement, such parties shall be entitled to contribution from the other Members so that after said contributions each Member shall bear an equal share of such liability, as shown on the then-current attached **Exhibit A**.

5.7 SGMA-Related Expenses Incurred by Members. Expenses incurred by a Member or Associate Member, or group of Members, for SGMA implementation within its or their boundaries shall be borne solely by that Member, Associate Member, or group of Members. Neither the Authority nor its other Members shall be liable for those expenses.

5.8 Separate Entity; Property. In accordance with Government Code sections 6506 and 6507, the Authority shall be a public entity separate and apart from the parties to this Agreement. Unless, and to the extent otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

5.9 Disposition of Property Upon Termination or Determination by Board of Directors of Surplus.

(a) Upon termination of this Agreement or upon determination by the Board of Directors that any surplus funds on hand, such surplus money shall be returned to the payors of the subject surplus funds. The distribution of said surplus to Members and Associate Members shall be proportionate to the current year percentages as shown in the attached **Exhibit A**, or as modified after the inclusion of new Members.

(b) The Board of Directors shall first offer any surplus properties, works, rights and interests of the Authority for sale to the Members and the sale shall be at the Authority's actual cost unless otherwise required by law. If no such sale is consummated, then the Board of Directors shall offer the surplus properties, works, rights and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

**ARTICLE 6
MANAGEMENT**

The Authority may, by contract, hire for management services to the Authority. In lieu of that hiring, the Authority may engage one or more staff members from the Members, with the consent of that Member, to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. Any staff member so engaged shall remain the employee of the Member employing him or her, and that Member shall be solely responsible for the staff member's compensation.

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

7.1 Amendment. This Agreement may be amended from time to time by the concurrence of 75 percent of the General Members. To provide non-concurring parties an opportunity to withdraw from the Authority, an amendment shall be binding on all parties 60 days after the required concurrence has been obtained.

7.2 Severability and Validity of Agreement. If the participation of any party to this Agreement, or any part, term or provision of this Agreement is decided by a Court or the Legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the remaining terms and provisions.

7.3 Assignment. Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of the Authority (as evidenced by a majority vote of the Board of Directors), and any attempt to

assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect, including any Special Activity agreement to which the assigning or delegating Member is a party. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds which that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

7.4 Execution in Parts or Counterparts. This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile or electronic signatures shall be binding.

7.5 Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties hereto on the attached **Exhibit A**, or to such other changed addresses communicated to the Authority and the Members in writing, and to such other entities that become Members.

7.6 Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. All understandings and agreements heretofore had between the parties respecting this transaction, including without limitation, any offers, counteroffers or letters of intent, are merged in this Agreement, which fully and completely expresses the agreement of the parties. There are no representations, warranties, covenants or agreements except as specifically and expressly set forth herein and in the exhibits annexed hereto.

7.7 Interpretation. The words and phrases defined in Article 1 will, in addition to the definitions contained in the Preamble and Recitals as indicated with bold font, govern interpretation of this Agreement. When a reference is made in this Agreement to Articles, sections, or Exhibits, such reference shall be to an Article, section of or exhibit to this Agreement unless otherwise indicated. All attached exhibits are incorporated herein by reference. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the

meaning or interpretation of this Agreement. Whenever the words “include,” “includes,” and “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” No provision of this Agreement shall be construed to require any person to take any action that would violate any applicable law, rule, or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth on the attached **Exhibit A**.

EXHIBIT A

GENERAL MEMBERS	
Name: ARVIN-EDISON WATER STORAGE DISTRICT	Name: WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT
Name: TEJON-CASTAC WATER DISTRICT	Name: KERN DELTA WATER DISTRICT
Name: KERN-TULARE WATER DISTRICT	Name: KERN COUNTY WATER AGENCY IMPROVEMENT DISTRICT NO. 4

Name: SOUTHERN SAN JOAQUIN MUNICIPAL UTILITY DISTRICT	Name: SHAFTER-WASCO IRRIGATION DISTRICT
Name: SHAFTER-WASCO IRRIGATION DISTRICT SEVENTH STANDARD ANNEX	Name: NORTH KERN WATER STORAGE DISTRICT
Name: CAWELO WATER DISTRICT	Name: WESTSIDE DISTRICT WATER AUTHORITY
Name: SEMITROPIC WATER STORAGE DISTRICT	Name: KERN WATER BANK GROUNDWATER SUSTAINABILITY AGENCY

Name: WEST KERN WATER DISTRICT	Name: OLCESE WATER DISTRICT
Name: ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT	Name: BUENA VISTA WATER STORAGE DISTRICT
Name: KERN COUNTY WATER AGENCY PIONEER PROJECT GSA	

ASSOCIATE MEMBERS	
Name: EASTSIDE WATER MANAGEMENT AREA	

JURISDICTIONAL MEMBER	
KERN COUNTY WATER AGENCY	

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 13A



Administration: P.O. Box 81435
Bakersfield, CA 93380-1435
office: (661) 393-2696
fax: (661) 393-6884

Water Orders
Operations: 33380 Cawelo Avenue
Bakersfield, CA 93308-9575
office: (661) 393-3361
www.northkernwsd.com

August 14, 2025

TO: RRID Board of Directors
Directors Andrew, Ackerknecht, Glende, Holtermann, Mitchell

FROM: David Hampton and Ram Venkatesan

RE: Acquisition of Affentranger Brothers Property

RECOMMENDED MOTION:

“Approve the acquisition of the Affentranger Brothers property, APN 463-020-05-00, approximately 162.62 acres, and authorize the General Manager to take necessary action to close the real property acquisition.”

DISCUSSION:

On March 21, 2023, the Board of Directors certified the results of a Proposition 218 Assessment Ballot Proceeding and adopted an increase in the Rosedale Ranch Improvement District’s Base Service Charge. The increase in assessments was necessary to fund projects that will increase RRID’s available water supplies, that include the periodic acquisition of land for surface recharge basins as a component of the RRID Groundwater Recharge Facilities Project.

The Affentranger Brothers property would be the first property acquisition for this project and is located within an area recommended by the GEI Consultants, December 2020 study as suitable for recharge facilities. The Board authorized the staff to proceed with the process of acquiring the property and enter into a Purchase and Sale Agreement, June 6, 2025, which is included as Attachment A. Escrow was opened June 27, 2025 with Chicago Title and the preliminary title is included as Attachment B. The purchase price for the property is **\$1,951,440.00 (\$12,000 per acre)** and the total estimated closing costs is **\$1,959,413.00**. The Buyer’s Estimated Settlement Statement is included as Attachment C. Additionally, the draft Grant Deed is included as Attachment D.

Staff and legal counsel have reviewed the documents and recommend the Board approve the acquisition of the Affentranger Brothers property, APN 463-020-05-00, approximately 162.62 acres, and authorize the General Manager to take necessary action to close the real property acquisition.

Groundwater Committee

Acquisition of Affentranger Brothers Property – August 14, 2025

Page 2 of 2

Attachments:

Attachment A – Purchase and Sale Agreement, June 6, 2025

Attachment B – Preliminary Title

Attachment C – Buyer's Estimated Settlement Statement

Attachment D – Draft Grant Deed

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Purchase Agreement") is entered into, effective this 6th day of June, 2025, (the "Effective Date") by and between Affentranger Brothers, a General Partnership ("Owner") and the North Kern Water Storage District, a California water storage district duly formed and existing under California Water Code §39000 *et seq.* ("District"). Owner and District shall sometimes be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Owner is the owner of certain real property located in Kern County, California, as more specifically identified and described in Exhibit "A" attached hereto (together with all appurtenances and improvements, to the extent transferable, the "Property"); and

WHEREAS, Owner wishes to sell the Property to District, and District wishes to buy the Property from Owner, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and obligations contained in this Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner agrees to sell, bargain and convey to District and District agrees to purchase all of Owner's right, title and interest in and to the Property, as more fully set forth herein.

TERMS AND CONDITIONS

1. PROPERTY. Subject to the terms, provisions, and conditions set forth herein, Owner hereby agrees to sell to District and District hereby agrees to purchase from Owner, all of Owner's right, title, and interest in and to the Property, consisting of approximately 162.62 acres located in Kern County, California, subject to the Permitted Exceptions.

2. PURCHASE PRICE; PURCHASE CONDITIONS. The purchase price for the Property shall be Twelve Thousand Dollars and Zero Cents (\$12,000.00) per acre, for a total purchase price for the Property of **ONE MILLION, NINE HUNDRED FIFTY-ONE THOUSAND, FOUR HUNDRED FORTY DOLLARS AND ZERO CENTS (\$1,951,440)** (the "Purchase Price"). Immediately following the satisfaction or waiver of all conditions precedent to the Close of Escrow set forth in Section 7 herein, District shall deposit the Purchase Price into an escrow (the "Escrow") to be opened with the Escrow Company set forth in Section 8.1 herein. The Purchase Price reflects what the Parties anticipate the final Purchase Price will be based on the total Property acreage reflected in Exhibit "B" attached hereto and incorporated herein. District shall have the option, during the Due Diligence Period, to obtain a survey of the Property by a licensed surveyor (the "Survey"). Should the Survey determine that the actual acreage of the Property is greater than what is reflected in Exhibit "B," District shall promptly deposit the difference into

Escrow prior to the Closing (the terms “Escrow” and “Closing” are defined in Section 7). Should the acreage of the Property be less than what is reflected on Exhibit “B”, District shall be refunded the difference upon Closing.

3. EXCLUSIVITY OF AGREEMENT. This Purchase Agreement is exclusive and non-assignable and exists solely for the benefit of the Parties. Any attempt by one Party to assign, convey, delegate, or transfer its rights under this Purchase Agreement without the other Party’s express written consent shall render any purported assignment, conveyance, delegation, or transfer null and void.

4. CONDITION OF TITLE TO THE PROPERTY.

4.1. Condition of Title to the Property. Owner agrees to convey to District title to the Property by grant deed, subject to the items listed herein, which grant deed shall be in substantially the same form as the grant deed attached hereto and incorporated herein as Exhibit “C” (the “Grant Deed”). Except as provided in Sections 4.4 and 4.5 herein, District shall accept title to the Property subject to the following exceptions (the “Permitted Exceptions”):

4.1.1. The easements and right-of-way for public roads, public utilities, and underground pipelines that are of record or apparent;

4.1.2. The lien for real property taxes that are assessed but not yet delinquent; and,

4.1.3. All other exceptions to title reflected in a Preliminary Title Report (“PTR”), prepared by Escrow Holder (defined in Section 8).

4.2. Preliminary Reports. Escrow Holder shall deliver to District a copy of the PTR for the Property promptly following opening of Escrow.

4.3. Unrecorded Documents. Owner shall furnish copies of any unrecorded agreements concerning the ownership of subsurface oil, gas, or mineral rights underlying the Property (the “Unrecorded Agreements”) promptly following opening of Escrow.

4.4. Document Review. District may make objections to any exception to title reflected in any PTR or any matter reflected in the Unrecorded Agreements, provided such objections are made to Owner in writing on or before ten (10) days following District’s receipt of the PTR or the Unrecorded Documents, as applicable. If District fails to notify Owner, in writing, of any objections by such date, District shall be deemed to have accepted title to the Property subject to all of the exceptions to title reflected therein and to the matters reflected in the Unrecorded Documents.

4.5. Objections. If District timely objects to any exception to title set forth in any PTR, District may (i) request Owner cause the exception to be removed of record or, (ii) obtain the appropriate endorsement of the policy of title insurance to be issued by

Escrow Holder to District insuring against the exception. If District timely objects to any matter reflected in an Unrecorded Document, District may request that the Owner provide a reasonable accommodation to address District's concerns. If despite Owner's commercially reasonable efforts Owner is unable to accommodate District in having an exception removed or in providing an accommodation, Owner shall so notify District in writing and District shall have five (5) days from District's receipt thereof to either (x) terminate this Purchase Agreement, or (y) waive its objection rights provided herein. If District does not timely take the action described in item (x) above, District shall be deemed to have waived its objection rights. If necessary to insure around a title exception, District may choose a new title company reasonably satisfactory to District.

4.6. **Title Insurance.** At the Close of Escrow and as a condition to District's obligation to purchase the Property, Escrow Holder shall commit to issue, and to deliver to District, its standard coverage CLTA Owner's Policy of Title Insurance insuring title to the Property to District in the condition set forth in Section 4.1 and with liability in the amount of the Purchase Price (the "Title Policy").

5. CONDITION OF THE PROPERTY.

5.1. **Inspection of the Property.** Within ten (10) business days of the Effective Date, Owner shall prepare and provide District with copies of any reasonably relevant documents, in addition to the Unrecorded Documents, that District may reasonably request and that are in the possession, custody, and/or control of Owner to allow District to investigate the Property to the extent District deems reasonably necessary or advisable (the "Due Diligence"). If District has not completed the Due Diligence within forty (40) days of the Effective Date (hereinafter referred to as the "Due Diligence Period"), District will be deemed to have waived all rights to conduct the Due Diligence.

5.2. **Physical Inspection of the Property.** District's Due Diligence rights shall include the right to enter onto the Property for purposes of taking soil samples and conducting other such physical inspection of the Property as District might deem necessary and appropriate for determining the suitability of the Property for the District's intended uses. If such physical inspection results in the District's determination, in its sole discretion, that the Property is not suitable for the District's intended uses, then, without limiting any other term or condition of this Purchase Agreement, District shall have the right at any time prior to the conclusion of the Due Diligence Period to terminate this Purchase Agreement.

5.3. **Property Maintenance.** Owner shall have the Property disked at least once prior to the Close of Escrow.

5.3. **"AS IS"/"WITH ALL FAULTS" Condition.** District hereby: (i) represents that it has not relied and will not rely on, and Owner has not made and are not liable for or bound by, any other express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto made or furnished by Owner, agent or third party representing or purporting to represent Owner, to

whomever made or given, directly or indirectly, orally or in writing; (ii) represents that it is relying solely on its own expertise and that of District's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Owner; (iii) represents that it will conduct such inspections and investigations of the Property as District deems necessary and shall rely only upon same; (iv) represents and warrants to Owner that it has had a full opportunity to conduct such investigations of the Property as District deemed necessary to satisfy itself as to the condition of the Property for District's purposes; (v) upon Closing (as defined herein) and subject only to the express representations and warranties made in this Purchase Agreement by Owner, shall assume the risk that adverse matters, including, without limitation, adverse physical conditions or construction defects or adverse environmental, health or safety conditions, may not have been revealed by District's inspections and investigations; and, (vi) represents and warrants to Owner that District shall have had, by the Closing Date, adequate opportunity to consult with legal counsel and other advisors in connection with the transaction contemplated by this Purchase Agreement. EXCEPT FOR OWNER'S EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THIS PURCHASE AGREEMENT, DISTRICT AGREES THAT IT IS PURCHASING THE PROPERTY IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION AND DISTRICT DOES HEREBY WAIVE, AND OWNER DOES HEREBY DISCLAIM, ALL WARRANTIES OF ANY TYPE OF KIND WHATSOEVER WITH RESPECT TO THE PROPERTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BY WAY OF DESCRIPTION BUT NOT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND USE, TENANTABILITY OR HABITABILITY. DISTRICT'S COVENANTS, REPRESENTATIONS, STATEMENTS AND WARRANTIES IN THIS SECTION 5.3 SHALL SURVIVE THE CLOSING AND THE RECORDATION OF THE DEED.

6. COVENANTS, WARRANTIES, AND REPRESENTATIONS.

6.1. Covenants, Warranties, and Representations of Owner. Owner hereby makes the following covenants, representations, and warranties and acknowledges that District's execution of this Purchase Agreement has been made and District's acquisition of the Property will be made in material reliance by District on these covenants, representations, and warranties.

6.1.1. Authority. Owner has the authority to enter into this Purchase Agreement and to perform all covenants and obligations and make all representations and warranties herein contained.

6.1.2. No Violation. Neither this Purchase Agreement nor anything provided to be done or carried out hereunder violates or shall violate any contract, agreement, or instrument to which Owner is a party of bound or which affects the Property.

6.1.3. No Knowledge of Defects in Title. Owner has no current actual knowledge of any defect in title which is not of record or that Owner has not disclosed to the Escrow Holder.

- 6.1.4. **Accurate Information.** To Owner's actual knowledge, all of the information provided by Owner to District related to the Property is true, accurate and complete.
- 6.1.5. **Governmental Violations.** Owner has no current actual knowledge of any notice of violations of local, state, and/or federal laws, codes, or ordinances, or other governmental regulation violations filed or issued against the Property.
- 6.1.6. **Eminent Domain.** Owner has no current actual knowledge of any pending or threatened proceedings in eminent domain or otherwise that would affect Property, or any portion thereof.
- 6.1.7. **Litigation.** Owner has no current actual knowledge of any actions, suits, claims, legal proceedings, or other matters pending or threatened involving or affecting the Property, or any portion thereof, at law, in equity or otherwise, before any court or governmental agency that has not been disclosed in writing to District.

6.2. **Covenants, Warranties, and Representations of District.**

- 6.2.1. **Authority.** District has the authority to enter into this Purchase Agreement and to perform all covenants and obligations and make all representations and warranties herein contained.
- 6.2.2. **No Violation.** Neither the execution and delivery of this Purchase Agreement nor the consummation of the transactions called for or contemplated hereby, will as of the Closing, violate any contract, agreement or instrument to which District is a party.

7. **CONDITIONS PRECEDENT TO CLOSE OF ESCROW.**

7.1. **Conditions Precedent to Owner's Obligation to Perform.** Owner's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction or Owner's written waiver of each and every one of the following conditions precedent:

- 7.1.1. District shall have deposited into Escrow prior to the Closing the full amount of the Purchase Price.
- 7.1.2. Each of the representations and warranties of District contained in Section 6.2 or elsewhere in this Purchase Agreement shall be true at the Close of Escrow as if affirmatively made at that time.

- 7.1.3. District shall have performed every act to be performed by it hereunder.

The foregoing conditions are solely for the benefit of Owner, any or all of which may be waived by Owner in Owner's sole discretion.

7.2. **Conditions Precedent to District's Obligations to Perform.** District's obligation to perform as set forth herein is hereby expressly conditioned on the satisfaction of each and every one of the following conditions precedent:

- 7.2.1. Owner shall have performed every act to be performed by it hereunder.
- 7.2.2. Each of the representations and warranties of Owner contained in Section 6.1 or elsewhere in this Purchase Agreement shall be true at the Close of Escrow as if affirmatively made at that time.
- 7.2.3. Escrow Holder shall be committed to issue the Title Policy as set forth in Section 4.6 hereof in the condition set forth in Section 4.1.
- 7.2.4. District shall have performed a Phase 1 environmental study of the Property and confirmed that the Property is suitable for groundwater recharge activities.
- 7.2.5. District shall have conducted all necessary reviews and provided all necessary approvals pursuant to the California Environmental Quality Act (California Public Resources Code §§ 21000 *et seq.*). The Parties acknowledge that in undertaking evaluation of the purchase of the Property for CEQA purposes District might determine that such approval is not feasible, and District does not by this Purchase Agreement represent or warrant otherwise. The Parties further acknowledge that any such approval, if given, might include alternatives, mitigation measures, or other conditions as District deems necessary in accordance with CEQA. Nothing herein shall require District to grant such approval, nor limit, constrain or circumscribe District's sole and independent discretion as to whether to proceed with the purchase of the Property in whole or in part.

Except for the condition set forth in Section 7.2.5, the foregoing conditions are solely for the benefit of District, any or all of which may be waived by District in District's sole discretion.

8. ESCROW.

8.1. **Establishment of Escrow.** Upon the execution of this Purchase Agreement, the Parties shall promptly open an escrow (the “Escrow”) with Chicago Title (the “Escrow Holder”). Prior to the Close of Escrow, a fully executed duplicate of this Purchase Agreement shall be deposited with the Escrow Holder and shall constitute escrow instructions to Escrow Holder concerning this transaction.

8.2. **District’s Deposits in Escrow.** On or prior to the Closing (or earlier, if otherwise required herein), District shall make the following deposits in Escrow:

8.2.1. Two (2) counterpart originals of this Purchase Agreement each signed by District.

8.2.2. Funds equal to the full amount of the Purchase Price.

8.2.3. An amount equal to the Escrow fee.

8.2.4. An amount equal to the cost of the Title Policy.

8.2.5. A Preliminary Change of Ownership Report for the Property.

8.3. **Owner’s Deposits in Escrow.** The Owner shall make the following deposits in Escrow:

8.3.1. Two (2) counterpart originals of this Purchase Agreement, each signed by Owner.

8.3.2. An amount equal to the real property taxes due for the Property, if any.

8.3.3. The Grant Deed, executed by Owner.

8.4. **Closing.** “Close of Escrow” or “Closing” shall be scheduled to occur no earlier than August 29, 2025 or as soon as reasonably possible thereafter, provided the waiver or satisfaction of all Conditions Precedent set forth in Section 7 above; provided, however, if the Closing does not occur on or before October 1, 2025 (the “Outside Closing Date”), this Agreement shall terminate unless the parties mutually agree to extend the Outside Closing Date.

8.5. **Procedure for Closing.** Escrow Holder shall close the Escrow by doing the following:

8.5.1. Pay the Escrow fees from funds deposited by the District.

- 8.5.2. Pay the cost of the Title Policy from funds deposited by the District.
- 8.5.3. Pay real property taxes due for the Property through the date of the Closing from funds otherwise payable to the Owner.
- 8.5.5. Date the Grant Deed as of the Close of Escrow.
- 8.5.6. Record the Grant Deed in the Official Records of Kern County.
- 8.5.7. Either (a) pay to Owner the balance of the Purchase Price if any, less real property taxes, or (b) refund to District the amount of the Purchase Price constituting an overpayment for the Property if any.

8.7. **Inability to Close.** In the event Escrow Holder is unable to close the Escrow and the Closing is not otherwise extended by mutual agreement of the Parties, this Escrow shall terminate. Escrow Holder shall return to each Party any money or documents deposited by the Parties and terminate the Escrow. In the absence of a default, any cancellation charges imposed by Escrow Holder shall be paid equally by District and Owner but if the Escrow is cancelled due to a default, the defaulting Party shall pay all cancellation charges.

9. REMEDIES UPON DEFAULT. If a Party defaults under this Purchase Agreement, and the default is continuing for a period of ten (10) calendar days following receipt of written notice thereof to the breaching Party from the non-breaching Party, then in addition to other remedies available to the non-breaching Party at law or equity, the non-breaching Party may terminate this Purchase Agreement by giving written notice of the termination to the breaching Party.

10. RELEASE. District shall rely solely upon its due diligence upon and inspection of the Property in determining the Property's physical condition and upon Owner's express representations and warranties set forth in this Purchase Agreement. Except for the foregoing, District waives, as of the Closing, District's right to recover from Owner any and all damages, losses, liabilities, costs or expenses whatsoever, and claims therefor, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to: (i) the physical condition or state of repair of the Property; and, (ii) the Property's compliance, or lack of compliance with any applicable laws. District expressly waives the benefits of California Civil Code Section 1542, which provides as follows:

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

In this connection and to the extent permitted by applicable law, District hereby agrees, represents and warrants that District realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and District further agrees represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that District nevertheless hereby intends to release, discharge and acquit Owner from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which might in any way be included as a material portion of the consideration given to Owner by District in exchange for Owner's performance hereunder. Owner has given District material concessions regarding this transaction in exchange for District agreeing to the provisions of this Section 10.

11. NOTICES. All notices under this Purchase Agreement shall be in writing and be deemed effected upon the receipt thereof sent, made, or transmitted by either of the following methods: (1) personal service or hand delivery of such notice on the other Party; or (2) certified mail, postage pre-paid and return receipt requested. Notices are to be addressed to the respective Parties as follows:

To Owner:	Affentranger Brothers 18107 Kratzmeyer Rd. Bakersfield, CA 93314-9481
To District:	North Kern Water Storage District Attn: David Hampton P.O. Box 81435 Bakersfield, CA 93380

Or to such person or at such other place as either Party may from time to time designate by written notice to the other party.

12. COMMISSION. District and Owner each represents and warrants to the other that it has not engaged the services of any real estate broker, salesperson, agent or finder, nor done any other act nor made any statement, promise or undertaking which would result in the imposition of liability for the payment of any real estate brokerage commission, finder's fee or otherwise in connection with the transaction described in this Purchase Agreement. In the event that any person or entity perfects a claim for a brokerage commission, finder's fee or otherwise, based upon any agreement, statement or act, the party through whom such person or entity makes such claim shall be responsible therefor and shall defend, indemnify and hold the other party and the Property harmless from and against such claim and all loss, cost and expense associated therewith, including attorneys' fees.

13. ACKNOWLEDGMENTS. The Parties are executing this Purchase Agreement voluntarily and without duress or undue influence. The Parties have been given the opportunity for review of the Purchase Agreement by counsel of their choice. The Parties

have carefully read this Purchase Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy.

14. TIMING. Time is of the essence in this Purchase Agreement.

15. GOVERNING LAW AND VENUE. This Purchase Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California, with the venue for all dispute resolution relative hereto being Kern County, California.

16. ENTIRE AGREEMENT. This Purchase Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes all prior discussions between the Parties. Unless expressly provided for herein, no modification of or amendment to this Purchase Agreement, nor any waiver of rights under this Purchase Agreement, shall be effective unless in writing, signed by the Party to be charged.

17. COUNTERPARTS. This Purchase Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

18. HEADINGS; INTERPRETATION. The section headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof. Words used in the singular number shall include the plural, and vice versa; the term "its" also includes "his" and "her"; and any gender shall be deemed to include each other gender.

19. SEVERABILITY. The invalidity or unenforceability of any provisions herein which are not conditions to Closing and which do not materially affect the material benefits expected to be realized by the parties through the consummation of the transaction contemplated hereby shall not render any other provisions invalid or unenforceable.

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement this as of the Effective Date.

OWNER:

By: 

Name: Affentranger Brothers

Its: Owner

Date: 6/12/2025

DISTRICT:

By: 

Name: David Hampton

Its: General Manager

Date: June 12, 2025

EXHIBIT "A"

Legal Description of the Property

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

All or a portion of Kern County APN 462-020-05-00-6, approximately 162.62 acres

EXHIBIT “B”

Total Property Acreage

162.62 Acres

EXHIBIT “C”

[Grant Deed]

RECORDING REQUESTED BY:

_____,
AS OFFICIAL BUSINESS

WHEN RECORDED MAIL TO,
AND MAIL TAX STATEMENTS TO:

Exempt from Recording Fees per Cal. Govt. Code
§6103
Exempt from Documentary Transfer Tax
per R&T Code § 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

This document is exempt from Documentary Transfer Tax

_____, Declarant, of
THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP,
Attorneys for District

GRANT DEED

AFFENTRANGER BROTHERS, a General Partnership ("Grantor"), as the grantor,
declares:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which
are hereby acknowledged, Grantor hereby GRANTS to _____ all of
Grantor's right, title and interest in and to that certain real property legally described in Exhibit "A"
attached hereto and incorporated herein.

As between the parties, this Grant Deed is effective as of _____, 2025.

("Grantor")

By: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)ss.
COUNTY OF KERN)

On _____, 2025, before me, _____,
a Notary Public, personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies)
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.

NOTARY PUBLIC (SEAL)

EXHIBIT "A"

The Legal Description of the Property

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

CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281:

THIS IS TO CERTIFY that the _____
hereby accepts for public purposes the interest in real property conveyed by the Grant
Deed hereinabove and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of
_____, 2025.

By:

Its:



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Tasha Thompson
Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 7475 N. Palm Avenue, Ste 107, Fresno, CA 93711

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
4015 Coffee Road, Suite 100 • Bakersfield, CA 93308
(661)535-6122 • FAX (661)554-7168

***Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Laura Marquez
Email: lm Marquez@fnf.com
Title No.: FWKN-5502501955-LM

Escrow Officer: Candace Given
Email: Candace.Given@ctt.com
Escrow No.: FWKN-5502501955 CG

TO: North Kern Water Storage District

Attn: David Hampton
Your Ref No.:

PROPERTY ADDRESS(ES): APN/Parcel ID(s): 463-020-05-00, Kern, CA

EFFECTIVE DATE: June 25, 2025 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Owner's Policy - 2022

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee simple as to Parcel(s) 1

Easement(s) more fully described below as to Parcel(s) 2

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Affentranger Brothers, a General Partnership

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 463-020-05-00

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

PARCEL 1:

PARCEL B OF PARCEL MAP NO. 2183 AS PER MAP FILED MAY 8, 1974 IN BOOK 10 PAGE 26 OF PARCEL MAPS, KERN COUNTY RECORDS.

EXCEPTING THEREFROM ALL INTERESTS CONVEYED TO TENNECO OIL COMPANY, A DELAWARE CORPORATION IN ASSIGNMENT AND CONVEYANCE THEREOF RECORDED NOVEMBER 18, 1988 IN THE OFFICE OF THE KERN COUNTY RECORDER, IN BOOK 6183 OF OFFICIAL RECORDS, AT PAGE 1167, WHICH INTERESTS CAN BE BRIEFLY SUMMARIZED AS ALL OIL, GAS AND OTHER LIQUID AND GASEOUS HYDROCARBONS, AND IN ADDITION THERETO CARBON DIOXIDE, HYDROGEN, HELIUM, NITROGEN, METHANE, SULFUR (IN EACH CASE IN EITHER LIQUID OR GASEOUS FORM) AND ANY OTHER LIQUID OR GASEOUS SUBSTANCES, INERT OR OTHERWISE, OR ANY OF THEM, AND ANY MINERALS OR OTHER SUBSTANCES PRODUCED IN ASSOCIATION THEREWITH ("HYDROCARBONS") IN, ON OR UNDER THE PREMISES, TOGETHER WITH ALL RIGHTS, PRIVILEGES, DUTIES AND RESPONSIBILITIES IN ANY WAY RELATED THERETO. GRANTEE ACKNOWLEDGES THAT THIS RESERVATION IS FULLY SET FORTH IN THE CONVEYANCE REFERRED TO ABOVE AND THAT IT TAKES TITLE SUBJECT TO THAT CONVEYANCE AND NOT SUBJECT TO THIS SUMMARY WHICH IS FOR CONVENIENCE ONLY.

ALSO EXCEPTING THEREFROM ALL OTHER MINERALS OF WHATEVER KIND OR CHARACTER, ALL HEREIN COLLECTIVELY CALLED "MINERALS", NOT CONVEYED TO TENNECO OIL COMPANY WHETHER SUCH MINERALS ARE NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED (IT BEING INTENDED THAT THE WORD "MINERALS" AS USED HEREIN SHALL BE DEFINED IN THE BROADEST SENSE OF THE WORD) WHICH ARE IN, UNDER OR MAY BE PRODUCED FROM THE PREMISES; ALL SALT WATER, BRINES AND GEOTHERMAL RESOURCES, IN, UNDER OR MAY BE PRODUCED FROM SAID REAL PROPERTY; THE EXCLUSIVE RIGHT, BY WHATEVER METHODS NOW OR HEREAFTER KNOWN, AS GRANTOR OR ITS SUCCESSORS OR ASSIGNS MAY DEEM ADVISABLE, TO PROSPECT FOR, INVESTIGATE FOR, EXPLORE FOR, DRILL FOR, PRODUCE, EXTRACT, REMOVE AND REDUCE TO POSSESSION AND OWNERSHIP, ALL SUCH MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES, WHICH ARE IN, UNDER OR MAY BE PRODUCED FROM THE PREMISES; THE EXCLUSIVE RIGHT TO DRILL INTO AND THROUGH THE PREMISES TO EXPLORE FOR AND THEREAFTER PRODUCE AND EXTRACT MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES WHICH MAY BE PRODUCED FROM ADJACENT PROPERTY; THE RIGHT TO LAY, CONSTRUCT, ERECT AND PLACE UPON AND IN THE PREMISES, AND USE, MAINTAIN AND OPERATE THEREON AND THEREAFTER REMOVE, ALL MACHINERY, FIXTURES, EQUIPMENT, PIPELINES, TELEPHONE LINES, ELECTRIC POWER LINES, ROADS, AND OTHER STRUCTURES AND FACILITIES AS GRANTOR OR ITS SUCCESSORS OR ASSIGNS MAY DEEM ADVISABLE, FOR THE EXERCISE AND ENJOYMENT OF THE RIGHTS HEREIN EXCEPTED AND RESERVED; THE EXCLUSIVE RIGHT TO TREAT, PROCESS, (BUT NOT REFINES), STORE UPON AND REMOVE FROM THE PREMISES SUCH MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES; THE EXCLUSIVE RIGHT TO PRODUCE AND EXTRACT SUCH MINERALS BY SUCH METHOD OR METHODS AS GRANTOR OR ITS SUCCESSORS OR ASSIGNS MAY DEEM ADVISABLE; THE RIGHT AT ALL TIMES, WITHOUT CHARGE, TO INVESTIGATE FOR, EXPLORE FOR, DRILL FOR, PRODUCE, REMOVE AND REDUCE TO POSSESSION AND OWNERSHIP, THOSE QUANTITIES OF FRESH WATER FROM AQUIFERS UNDERLYING SAID REAL PROPERTY DEEMED NECESSARY BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS TO USE IN PROSPECTING, EXPLORING, DRILLING, PRODUCING, EXTRACTING AND REMOVING OR OTHER OPERATIONS IN CONNECTION WITH THE FULL ENJOYMENT AND EXERCISE OF THE RIGHTS HEREIN EXCEPTED AND RESERVED AND ANY AND ALL OTHER

EXHIBIT "A"
Legal Description
(continued)

RIGHTS UPON SAID REAL PROPERTY AS GRANTOR OR ITS SUCCESSORS OR ASSIGNS DEEMS NECESSARY, INCIDENTAL TO, OR CONVENIENT, WHETHER ALONE OR COJOINTLY WITH NEIGHBORING LANDS, IN EXPLORING FOR, PRODUCING AND EXTRACTING THE MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES HEREIN EXCEPTED AND RESERVED; AND THE UNLIMITED AND UNRESTRICTED RIGHTS OF ACCESS TO SAID MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES AND OF INGRESS AND EGRESS TO AND FROM, OVER AND ACROSS SAID REAL PROPERTY FOR ALL PURPOSES DEEMED ADVISABLE BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS IN THE EXERCISE OF THE RIGHTS EXCEPTED AND RESERVED HEREIN PROVIDED, HOWEVER, THAT GRANTOR, OR ITS SUCCESSORS AND ASSIGNS, UPON BEING PROVIDED PROOF THEREOF, SHALL COMPENSATE GRANTEE OR ITS SUCCESSORS AND ASSIGNS FOR ANY AND ALL ACTUAL DAMAGE TO IMPROVEMENTS AND GROWING CROPS UPON SAID REAL PROPERTY WHICH IS CAUSED BY THE EXERCISE OF THE RIGHTS EXCEPTED AND RESERVED THEREIN, AS RESERVED BY TENNECO WEST, INC., A DELAWARE CORPORATION, RECORDED DECEMBER 29, 1988 IN BOOK 6195 PAGE 399, OF OFFICIAL RECORDS.

PARCEL 2:

AN EASEMENT FOR ROAD PURPOSES OVER AND ACROSS THE EAST 30.00 FEET OF SECTION 7, TOWNSHIP 29 SOUTH, RANGE 26 EAST, M.D.M., IN THE UNINCORPORATED AREA, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREOF, LYING NORTHERLY OF THE NORTHERLY LINE OF KRATZMEYER ROAD, COUNTY ROAD NO. 67.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026.
2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. Taxes and assessments levied by the North Kern Water Storage District.

Amounts are unavailable at this time. A report has been ordered and the Company reserves the right to add additional items or make further requirements after review of the requested report.

5. Said land lies within the boundaries of the District shown below and is subject to any and all assessments levied thereunder.

Name of District: Rosedale Ranch Improvement District

6. Reservations contained in the Patent

From: The United States of America
To: Heirs of J. C. Sargent, deceased
Recording Date: January 5, 1898
Recording No.: Book 7, Page 382 of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

Affects: Covering all of the South half of Section 6 and other property

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Central Canal Company, a corporation
Purpose: Canals and ditches, and incidental purposes
Recording Date: June 25, 1928
Recording No.: Book 128, Page 214 of Official records.
Affects: A portion of said lands

EXCEPTIONS
(continued)

8. An unrecorded oil and gas lease for the term therein provided, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, disclosed by document

Dated: July 27, 1936
Lessor: Kern County Land Company, a California Corporation
Lessee: Standard Oil Company of California, a Delaware Corporation
Recording Date: July 29, 1936
Recording No.: Book 643, Page 442 of Official Records

No insurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

9. Matters contained in that certain document

Entitled: Certificate of Completion Greater Bakersfield Separation of Grade District
Annexation No. 4
Dated: May 5, 2009
Executed by: Kern County LAFCo
Recording Date: May 8, 2009
Recording No.: 0209067644 of Official Records

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

10. Matters contained in that certain document

Entitled: Notice of Intention to Preserve Mineral Interests
Dated: August 11, 2010
Executed by: University of California, (Hazel Goodday, Donor) Farmers National Company, Agent
Recording Date: September 2, 2010
Recording No.: 0210121370 of Official Records

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

EXCEPTIONS
(continued)

12. Before issuing its policy of title insurance, the Company will require, for recording, a certified copy of the Statement of Partnership Authority (GP-1) filed with the California Secretary of State containing the following elements in accordance with Corporations Code Section 16105:
- a. The name of the partnership
 - b. The street address of its chief executive office and one office located in the State of California, if any
 - c. The names and mailing addresses of all of the partners or of an agent appointed and maintained by the partnership
 - d. The names of the partners authorized to execute an instrument transferring real property held in the name of the partnership
 - e. The document must be signed by at least two of the partners and accompanied by a declaration under penalty of perjury that the contents are accurate

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF EXCEPTIONS

NOTES

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

- Note 1.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
- Name(s) furnished: North Kern Water Storage District
- If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 3.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:
- | | |
|-------------------------|-----------------|
| Tax Identification No.: | 463-020-05-00 |
| Fiscal Year: | 2024-2025 |
| 1st Installment: | \$4,946.61 |
| 2nd Installment: | \$4,946.60 |
| Exemption: | \$0.00 |
| Land: | \$753,138.00 |
| Improvements: | \$136,049.00 |
| Personal Property: | \$0.00 |
| Code Area: | 114-005 |
| Bill No.: | 24-1332470-00-8 |
- Note 4.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 5.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 6.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 7.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

NOTES
(continued)

- Note 8.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 9.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

NOTES
(continued)

Note 10. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:

A. 2006 ALTA Owner's Policy (06-17-06).

6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

B. 2006 ALTA Loan Policy (06-17-06)

8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).

10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

E. CLTA Standard Coverage Policy 1990 (11-09-18).

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21) EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Co.
FNTIC - Fidelity National Title Insurance Co.
NTINY - National Title Insurance of New York

Available Discounts

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

Notice of Available Discounts

(continued)

DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

Zone 1.A: Orange County

Zone 1.B: Riverside and San Bernardino Counties

Zone 2: Los Angeles County

Zone 3: Ventura County

Zone 10: San Diego County

Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

MILITARY RATE (SLTC)


A discount of twenty percent (20%) off the purchase transaction closing and settlement fee or a discount of One Hundred And No/100 Dollars (\$100.00) off the refinance closing and settlement fee, will be applied when the loan is guaranteed by the United States Veterans Administration and the escrow fee is being paid by the consumer and is listed as paid by borrower on the Closing Disclosure and final Settlement Statement.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries, and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

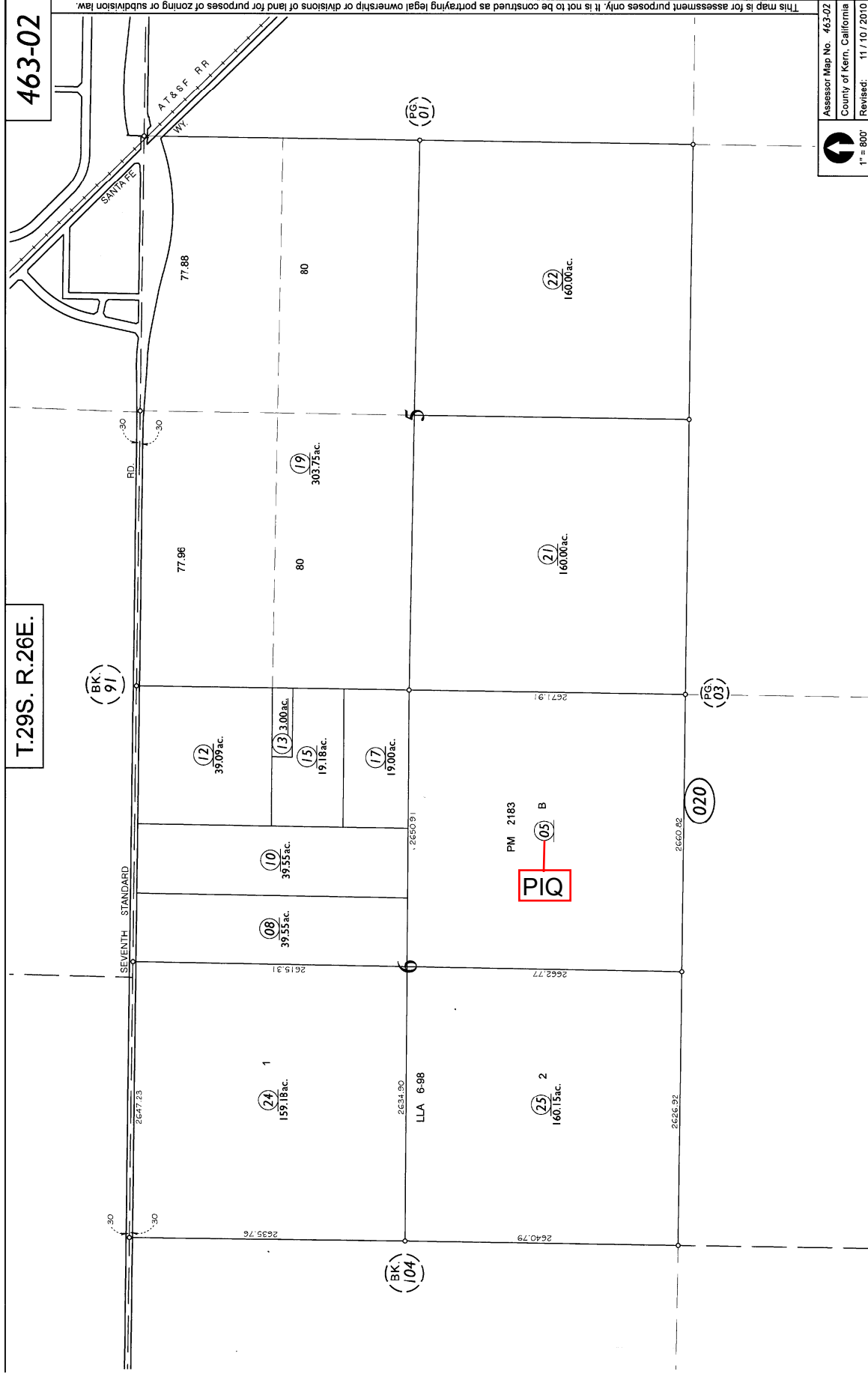
463-02

T.29S. R.26E.

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.


1" = 800'

Assessor Map No. 463-02
County of Kern, California
Revised: 11/10/2010



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



**CHICAGO TITLE
COMPANY**

Chicago Title Company

4015 Coffee Road, Suite 100
Bakersfield, CA 93308

Buyer's Estimated Settlement Statement

Settlement Date: August 29, 2025
Disbursement Date: August 29, 2025
Order Number: FWKN-5502501955
Escrow Officer: Candace Given
Buyer: North Kern Water Storage District
Seller: Affentranger Brothers, a general partnership
Lender:
Property: APN/Parcel ID(s): 463-020-05-00
 Kern, CA
 Kern County
 APN/Parcel ID: 463-020-05-00

	Buyer	
	Debit	Credit
Total Consideration		
Purchase Price	1,951,440.00	
Property Tax Prorations		
58 days @ 27.481111 per day at \$4,946.60		0.00
Title/Escrow Charges		
Escrow Fee to Chicago Title Company	2,350.00	
CALFIRPTA Processing Fee to Chicago Title Company	45.00	
eRecording Service Fee to Chicago Title Company	25.00	
Owner's Policy Premium to Chicago Title Company	4,053.00	
Coverage: \$1,951,440.00		
Version: CLTA Standard Coverage Owner's Policy - 2022		
Recording Charges		
Recording Fees	0.00	
SB-2 Recording Fee	0.00	
Miscellaneous Charges		
Refundable Pad to	1,500.00	
Subtotals	1,959,413.00	0.00
Balance Due FROM Buyer		1,959,413.00
Totals	1,959,413.00	1,959,413.00

RECORDING REQUESTED BY:

**ROSEDALE RANCH IMPROVEMENT DISTRICT
OF THE NORTH KERN WATER STORAGE
DISTRICT, AS OFFICIAL BUSINESS**

WHEN RECORDED MAIL TO,
AND MAIL TAX STATEMENTS TO:

**North Kern Water Storage District
P.O. Box 81435
Bakersfield, CA 93380**

Exempt from Recording Fees per Cal. Govt. Code § 6103
Exempt from Documentary Transfer Tax
per R&T Code § 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

This document is exempt from Documentary Transfer Tax

_____, Declarant, of
THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP,
Attorneys for District

GRANT DEED

AFFENTRANGER BROTHERS, a general partnership (“Grantor”), as the grantor, declares:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which are hereby acknowledged, Grantor hereby GRANTS to **ROSEDALE RANCH IMPROVEMENT DISTRICT OF THE NORTH KERN WATER STORAGE DISTRICT** all of Grantor’s right, title and interest in and to that certain real property legally described and depicted in Exhibit “A” and Exhibit “B” attached hereto and incorporated herein.

As between the parties, this Grant Deed is effective as of _____, 2025.

Affentranger Brothers (“Grantor”)

By: _____

Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, 2025, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC (SEAL)

EXHIBIT "A"

The Legal Description of the Property

For APN/Parcel ID(s): 463-020-05-00

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

PARCEL 1:

PARCEL B OF PARCEL MAP NO. 2183 AS PER MAP FILED MAY 8, 1974 IN BOOK 10 PAGE 26 OF PARCEL MAPS, KERN COUNTY RECORDS.

EXCEPTING THEREFROM ALL INTERESTS CONVEYED TO TENNECO OIL COMPANY, A DELAWARE CORPORATION IN ASSIGNMENT AND CONVEYANCE THEREOF RECORDED NOVEMBER 18, 1988 IN THE OFFICE OF THE KERN COUNTY RECORDER, IN BOOK 6183 OF OFFICIAL RECORDS, AT PAGE

1167, WHICH INTERESTS CAN BE BRIEFLY SUMMARIZED AS ALL OIL, GAS AND OTHER LIQUID AND GASEOUS HYDROCARBONS, AND IN ADDITION THERETO CARBON DIOXIDE, HYDROGEN, HELIUM, NITROGEN, METHANE, SULFUR (IN EACH CASE IN EITHER LIQUID OR GASEOUS FORM) AND ANY OTHER LIQUID OR GASEOUS SUBSTANCES, INERT OR OTHERWISE, OR ANY OF THEM, AND ANY MINERALS OR OTHER SUBSTANCES PRODUCED IN ASSOCIATION THEREWITH ("HYDROCARBONS") IN, ON OR UNDER THE PREMISES, TOGETHER WITH ALL RIGHTS, PRIVILEGES, DUTIES AND RESPONSIBILITIES IN ANY WAY RELATED THERETO. GRANTEE ACKNOWLEDGES THAT THIS

RESERVATION IS FULLY SET FORTH IN THE CONVEYANCE REFERRED TO ABOVE AND THAT IT TAKES TITLE SUBJECT TO THAT CONVEYANCE AND NOT SUBJECT TO THIS SUMMARY WHICH IS FOR CONVENIENCE ONLY.

ALSO EXCEPTING THEREFROM ALL OTHER MINERALS OF WHATEVER KIND OR CHARACTER, ALL HEREIN COLLECTIVELY CALLED "MINERALS", NOT CONVEYED TO TENNECO OIL COMPANY WHETHER SUCH MINERALS ARE NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED (IT BEING INTENDED THAT THE WORD "MINERALS" AS USED HEREIN SHALL BE DEFINED IN THE BROADEST SENSE OF THE WORD) WHICH ARE IN, UNDER OR MAY BE PRODUCED FROM THE PREMISES; ALL SALT WATER, BRINES AND GEOTHERMAL RESOURCES, IN, UNDER OR MAY BE PRODUCED FROM SAID REAL PROPERTY; THE EXCLUSIVE RIGHT, BY WHATEVER METHODS NOW OR HEREAFTER KNOWN, AS GRANTOR OR ITS SUCCESSORS OR ASSIGNS MAY DEEM ADVISABLE, TO PROSPECT FOR, INVESTIGATE FOR, EXPLORE FOR, DRILL FOR, PRODUCE, EXTRACT, REMOVE AND REDUCE TO POSSESSION AND OWNERSHIP, ALL SUCH MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES, WHICH ARE IN, UNDER OR MAY BE PRODUCED FROM THE PREMISES; THE EXCLUSIVE RIGHT TO DRILL INTO AND THROUGH THE PREMISES TO EXPLORE FOR AND THEREAFTER PRODUCE AND EXTRACT MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES WHICH MAY BE PRODUCED FROM ADJACENT PROPERTY; THE RIGHT TO LAY, CONSTRUCT, ERECT AND PLACE UPON AND IN THE PREMISES, AND USE, MAINTAIN AND OPERATE THEREON AND THEREAFTER REMOVE,

ALL MACHINERY, FIXTURES, EQUIPMENT, PIPELINES, TELEPHONE LINES, ELECTRIC POWER LINES,

ROADS, AND OTHER STRUCTURES AND FACILITIES AS GRANTOR OR ITS SUCCESSORS OR ASSIGNS MAY DEEM ADVISABLE, FOR THE EXERCISE AND ENJOYMENT OF THE RIGHTS HEREIN EXCEPTED AND RESERVED; THE EXCLUSIVE RIGHT TO TREAT, PROCESS, (BUT NOT REFINE), STORE UPON AND REMOVE FROM THE PREMISES SUCH MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES; THE EXCLUSIVE RIGHT TO PRODUCE AND EXTRACT SUCH MINERALS BY SUCH METHOD OR METHODS AS GRANTOR OR ITS SUCCESSORS OR ASSIGNS MAY DEEM ADVISABLE; THE RIGHT AT ALL TIMES, WITHOUT CHARGE, TO INVESTIGATE FOR, EXPLORE FOR, DRILL FOR,

PRODUCE, REMOVE AND REDUCE TO POSSESSION AND OWNERSHIP, THOSE QUANTITIES OF FRESH WATER FROM AQUIFERS UNDERLYING SAID REAL PROPERTY DEEMED NECESSARY BY GRANTOR

OR ITS SUCCESSORS OR ASSIGNS TO USE IN PROSPECTING, EXPLORING, DRILLING, PRODUCING,

EXTRACTING AND REMOVING OR OTHER OPERATIONS IN CONNECTION WITH THE FULL ENJOYMENT

AND EXERCISE OF THE RIGHTS HEREIN EXCEPTED AND RESERVED AND ANY AND ALL OTHER

RIGHTS UPON SAID REAL PROPERTY AS GRANTOR OR ITS SUCCESSORS OR ASSIGNS DEEMS

NECESSARY, INCIDENTAL TO, OR CONVENIENT, WHETHER ALONE OR COJOINTLY WITH NEIGHBORING LANDS, IN EXPLORING FOR, PRODUCING AND EXTRACTING THE MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES HEREIN EXCEPTED AND RESERVED; AND THE UNLIMITED AND UNRESTRICTED RIGHTS OF ACCESS TO SAID MINERALS, SALT WATER, BRINES AND GEOTHERMAL RESOURCES AND OF INGRESS AND EGRESS TO AND FROM, OVER AND ACROSS SAID REAL PROPERTY FOR ALL PURPOSES DEEMED ADVISABLE BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS IN THE EXERCISE OF THE RIGHTS EXCEPTED AND RESERVED HEREIN PROVIDED, HOWEVER, THAT GRANTOR, OR ITS SUCCESSORS AND ASSIGNS, UPON BEING PROVIDED PROOF THEREOF, SHALL COMPENSATE GRANTEE OR ITS SUCCESSORS AND ASSIGNS FOR ANY AND ALL ACTUAL DAMAGE TO IMPROVEMENTS AND GROWING CROPS UPON SAID REAL PROPERTY WHICH IS CAUSED BY THE EXERCISE OF THE RIGHTS EXCEPTED AND RESERVED THEREIN, AS RESERVED BY TENNECO WEST, INC., A DELAWARE CORPORATION, RECORDED DECEMBER 29, 1988 IN BOOK 6195

PAGE 399, OF OFFICIAL RECORDS.

PARCEL 2:

AN EASEMENT FOR ROAD PURPOSES OVER AND ACROSS THE EAST 30.00 FEET OF SECTION 7, TOWNSHIP 29 SOUTH, RANGE 26 EAST, M.D.M., IN THE UNINCORPORATED AREA, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREOF, LYING NORTHERLY OF THE

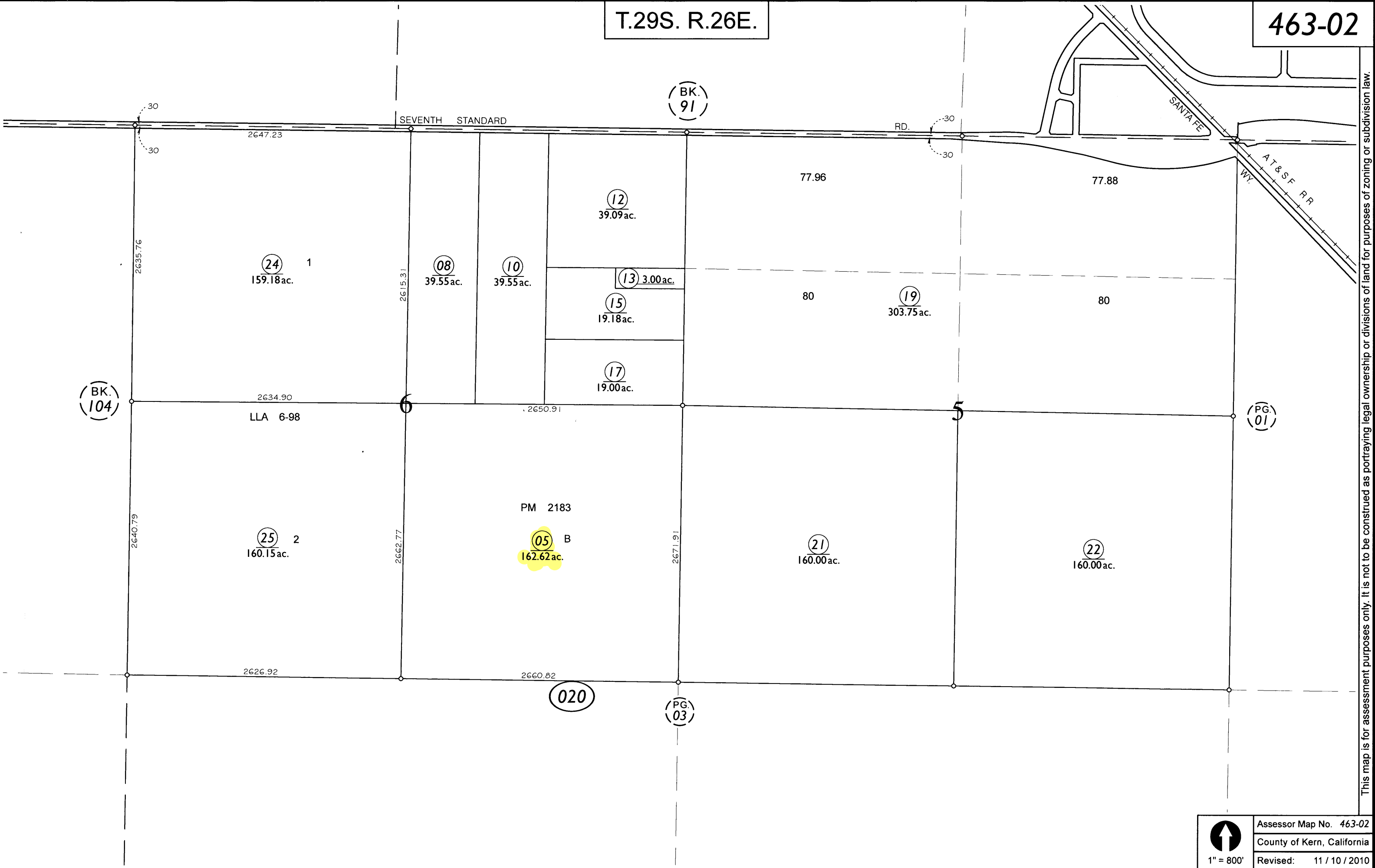
NORTHERLY LINE OF KRATZMEYER ROAD, COUNTY ROAD NO. 67.

EXHIBIT “B”

Map

T.29S. R.26E.

463-02



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 $1'' = 800'$

Assessor Map No. 463-02

County of Kern, California

Revised: 11 / 10 / 2010

CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281:

THIS IS TO CERTIFY that the ROSEDALE RANCH IMPROVEMENT DISTRICT OF THE NORTH KERN WATER STORAGE DISTRICT hereby accepts for public purposes the interest in real property conveyed by the Grant Deed hereinabove and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2025.

ROSEDALE RANCH IMPROVEMENT
DISTRICT OF THE NORTH KERN WATER
STORAGE DISTRICT

By: _____

Its: _____