

Board Meeting



November 2025

AGENDA
NORTH KERN WATER STORAGE DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING

33380 Cawelo Avenue
Bakersfield, CA 93308

Tuesday, November 18, 2025 - 7:00 a.m.

CALL TO ORDER

PUBLIC COMMENT

1. Board Meeting Minutes
 - A. Approve Minutes of October 21, 2025, Regular Board Meeting
 - B. Approve Minutes of October 30, 2025, Special 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 Common Use Agreement for Construction of Roadway over the R-1 Canal, City of Bakersfield
3. General Informational Items
 - A. Kern River Watermaster Report
 - B. Kern River Watershed Coalition Authority/Kern Water Collaborative Update*
4. Public Hearing (7:15 a.m.) – Base Service Charges
 - A. Adopt Resolution No. 25-XX Finalizing NKWSD Base Service Charge
 - B. Adopt Resolution No. RR25-XX Finalizing RRID Base Service Charge
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 2026 District COLA Salary Range Adjustments
 - B. Review of Draft 2026 Budget

8. Engineering Committee
 - A. Consider 8-31 Pipeline Crossing Agreement, Union Pacific Railroad Company
9. Groundwater Committee
 - A. Meeting of the North Kern Groundwater Sustainability Agency and SGMA Update
 1. NKWSD GSA Groundwater Level and Groundwater Quality Update
10. Produced Water Ad Hoc Committee*
11. Negotiating Committee*
12. Counsel of District*
13. Rosedale Ranch Improvement District
14. General Manager's Report*

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)
 - (ii) State Water Resources Control Board, Administrative Hearing Office
Adjudicative Hearing on Pending Applications 31673, 31674, 31675, 31676,
31677, and 31819
 - (iii) California High-Speed Rail Authority v. North Kern Water Storage District
(BCV-25-102876)
 - (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 October 21, 2025

A Meeting of the Board of Directors of North Kern Water Storage District was in person - commencing at 7:00 a.m., on October 21, 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 Monte Mitchell Others present: David Hampton (General Manager), Ram Venkatesan (Deputy General Manager), Marinelle Duarosan (Controller) and Christy Castaneda (Administrative Assistant) of North Kern Water Storage District, Scott Kuney, Brett Stroud, Mark Bateman and Alan Doud of Young Wooldridge, Guests present: Stephanie Hearn, Art Chianello and John Gaugel.

President Andrew called the meeting to order at 7:01 am and opened the floor for Public Comments. At this time, there were none.

Board of Directors –

- (25-97) Upon motion of Director Holtermann, seconded by Director Ackerknecht and unanimously carried, to approve the minutes from September 16, 2025, Regular Board Meeting.
(Ayes: Andrew, Ackerknecht, Mitchell & Holtermann, Noes: None, Absent: Glende, 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

- (25-98) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to approve the Consent Calendar.
(Ayes: Andrew, Ackerknecht, Mitchell & Holtermann, Noes: None, Absent: Glende, Abstain: None)

General Informational Items –

Watermaster Chianello reported that Onyx Ranch irrigation activities had halted and Rosedale Rio-Bravo WSD contacted the City of Bakersfield to inform them that the water exchange operation was suspended for 7 days due to rainfall on October 14th. Mr. Chianello also indicated that work on an annual ditch cleaning with the Department of Fish and Wildlife has been scheduled and are expecting to be off for a couple of weeks for maintenance. Further, Mr. Chianello stated that, on behalf of Buena Vista Water Storage District, he sent Jenifer Fromm with U.S. Army Corps of Engineers a request for additional Lake Isabella winter storage carry-over on October 6th and has not received a response.

Kern River Watershed Coalition Authority/Kern Water Collaborative Update – No report at this time.

Financial Matters –

- (25-99) Upon motion of Director Mitchell, 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 September as presented.
(Ayes: Andrew, Ackerknecht, Mitchell & Holtermann, Noes: None, Absent: Glende, Abstain: None)

- (RR25-100) Upon motion of Director Mitchell, 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 September as presented.
(Ayes: Andrew, Ackerknecht, Mitchell & Holtermann, Noes: None, Absent: Glende, Abstain: None)

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

- (25-101) Upon motion of Director Mitchell, seconded by Director Ackerknecht and unanimously carried, to approve payment of the Accounts Payable balance for the North Kern Water Storage District for the month of September as presented.
(Ayes: Andrew, Ackerknecht, Mitchell & Holtermann, Noes: None, Absent: Glende, Abstain: None)
- (RR25-102) Upon motion of Director Mitchell, seconded by Director Ackerknecht and unanimously carried, to approve payment of the Accounts Payable balance for the Rosedale Ranch Improvement District for the month of September as noted.
(Ayes: Andrew, Ackerknecht, Mitchell & Holtermann, Noes: None, Absent: Glende, Abstain: None)

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

Project Summary – the design team is in process of completing the 90% Design for the 2022 DRP program and closing out the project for the 2018/2020 DRP.

Status of Grants – Mrs. Hearn stated that with respect to the IRWMP program, DWR is officially transitioning to a Watershed Grant Program. She indicated that they still must continue to work to stay in compliance with IRWMP for the next year so that they can transition that compliance to the Watershed Program.

Mrs. Hearn reported that they are waiting to receive more information on Prop 4 grant guidelines. She indicated that obtaining funding for this program has been more challenging than expected.

Budget & Personnel Committee –

- (24-103) Upon motion of Director Ackerknecht, seconded by Director Mitchell and unanimously carried, to approve the 2024 RRID Final "True-Up" reconciliation as presented. The District will maintain the current monthly estimated Allocations reimbursements of \$16,000 per month and RRID to reimburse NKWSD for additional 2024 costs.
(Ayes: Andrew, Ackerknecht, Mitchell & Holtermann, Noes: None, Absent: Glende, Abstain: None)

Controller Duarosan discussed and presented an updated calculation of the Rate Stabilization Reserve account reflecting actuals from the 2024 audit. She indicated that, based on actual net variable revenue over variable costs (Revenue minus Expenses), there would be a potential addition to the Reserve of \$7.4M for 2024. She reported that the District's current operational unrestricted account balance has sufficient balance to fund the entire \$7.4M and transfer it to the Rate Stabilization Reserve. The Directors proposed transferring the full \$7.4M of available funds to the Rate Stabilization Reserve. In addition, Controller Duarosan also noted and reminded the Board that for 2023, the District was unable to fund a total of \$860K out of the calculated \$8.860M of additional reserve due to cash flow restrictions due to the TCP project. It was discussed that the \$860K, which was previously collected through water toll charges, be characterized

and transferred to offset the 2025 Base Service Charges to minimize the impact of increased BSC rates.

- (24-104) Upon motion of Director Ackerknecht, seconded by Director Mitchell and unanimously carried, to approve Controller Duarosan to transfer \$7.4M to the Rate Stabilization Reserve account and to offset \$860K against increases in the 2025 BSC rates.

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

- (25-105) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to approve the Engineers Report – Year 2025 Base Service Charges for NKWSD and to approve Resolution #25-105 Fixing Base Service Charges to be collected for the services rendered by the District, ordering adoption of a preliminary roll and rates and setting of noticed hearing, and the mailing of letter to landowners with respect to the 2025 Base Service Charges.

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

- (RR25-106) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to approve the Engineers Report – Year 2025 Base Service Charges for RRID and to approve Resolution #RR25-106 Fixing Base Service Charges to be collected for the services rendered by the District, ordering adoption of a preliminary roll and rates and setting of noticed hearing, and the mailing of letter to landowners with respect to the 2025 Base Service Charges with noted correction on the Engineering Report.

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

Engineering Committee –

- (25-107) Upon motion of Director Mitchell, seconded by Director Ackerknecht and unanimously carried to Approve the General Manager to execute the second amendment to Task Order 21-11 with GEI Consultants for construction management and well improvement support services for the Long-Term TCP project for a budget amount not-to-exceed \$10,000.

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

- (25-108) Upon motion of Director Ackerknecht, seconded by Director Mitchell and unanimously carried to Approve the General Manager to execute an amendment to Task Order 24-08 with GEI Consultants for the completion of the Water Delivery Improvements Project for a budget amount not-to-exceed \$55,000.

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

Groundwater Committee –

General Manager Hampton stated that The State Board adopted the resolution sending the Kern Subbasin back to DWR, provided that the final adopted GSPs were consistent with the changes represented to the plans. When DWR officially receives a letter notification regarding the State Board's determination, the Kern Subbasin will work with DWR during their review process and upload the final documents to the DWR SGMA Portal.

The Subbasin will need to complete several items that include completing certain data gap tasks, such as updating the well inventory and selecting existing wells to fill data gaps by the end of 2025. Also, the Annual reports are due by April 1, 2026. These are the next critical milestones.

(25-109) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried to Approve the Kern Subbasin technical consultant scopes of work (SOWs) to complete GSP related tasks for the remainder of the 2025 calendar year and certain 2026 first quarter tasks, for a total of \$726,925 and authorize North Kern WSD GSA's cost share not to exceed 1/22nd of the total which is \$33,042.

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

(25-110) Upon motion of Director Ackerknecht, seconded by Director Holtermann, and unanimously carried to Approve the Land IQ scope of work (SOW) for Evapotranspiration (ET) analysis services for a period of three years, beginning April 2025 through March 2028, for an average monthly fee of \$4,667 per month.

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

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

Negotiating Committee – No report at this time.

Counsel of District – No report at this time.

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: two 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 8:25 a.m. The Board reconvened back into the open session at 9:20 a.m.

Respectfully Submitted,

David Hampton, General Manager

Approved by Board
November 18, 2025

Kevin Andrew, President

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 1B

BOARD OF DIRECTORS
North Kern Water Storage District
Minutes of the Special Board Meeting of October 30, 2025

A Meeting of the Board of Directors of North Kern Water Storage District was in person - commencing at 8:00 a.m., on October 30, 2025.

President Andrew declared a quorum was present and called the meeting to order. The following Directors were present: Kevin Andrew, Joel Ackerknecht, Winn Glende, Robert Holtermann and Monte Mitchell Others present: David Hampton (General Manager) of North Kern Water Storage District, Scott Kuney, Brett Stroud, Mark Bateman and Alan Doud of Young Wooldridge.

President Andrew called the meeting to order at 8:21 am and opened the floor for Public Comments. At this time, there were none.

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
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(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 8:22 a.m.

The Board reconvened back into the open session at 10:40 a.m. There were no reportable actions.

Respectfully Submitted,

David Hampton, General Manager

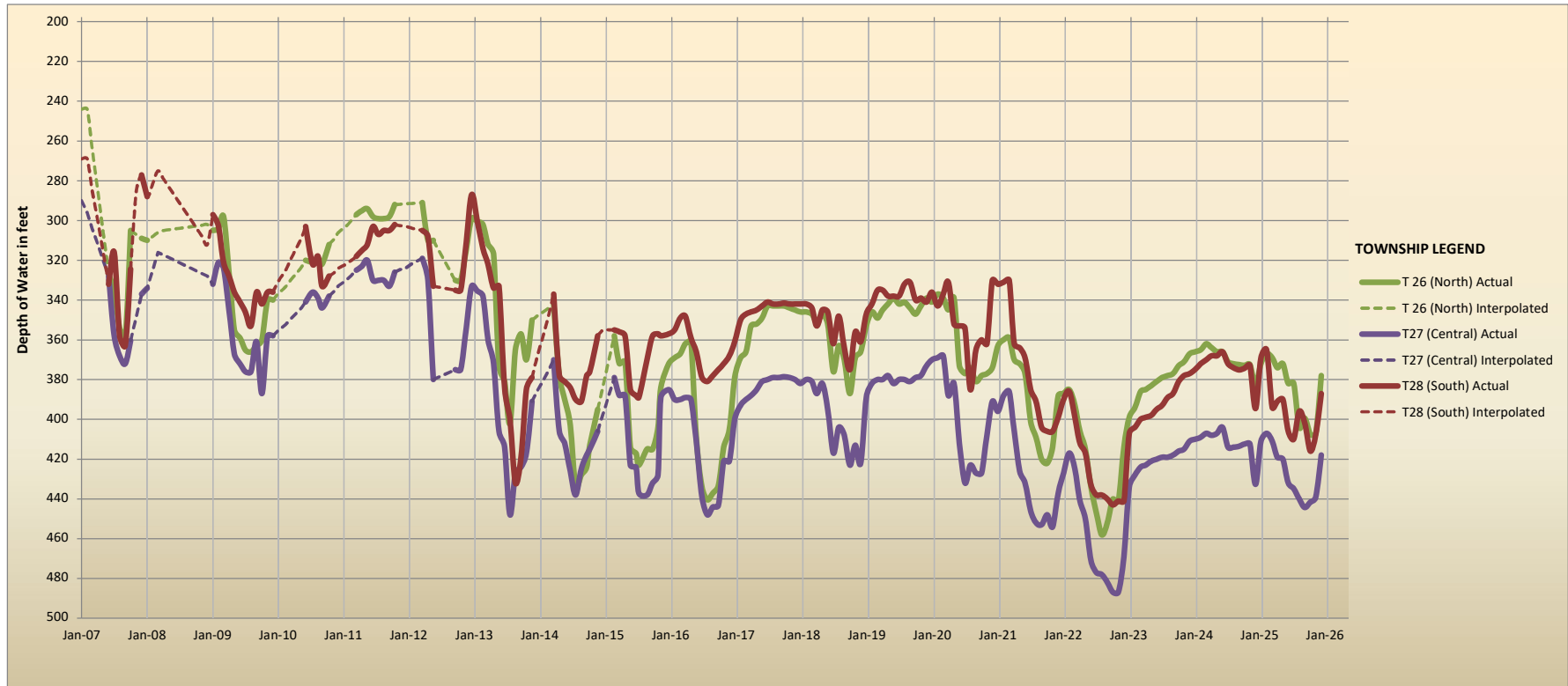
Approved by Board
November 18, 2025

Kevin Andrew, President

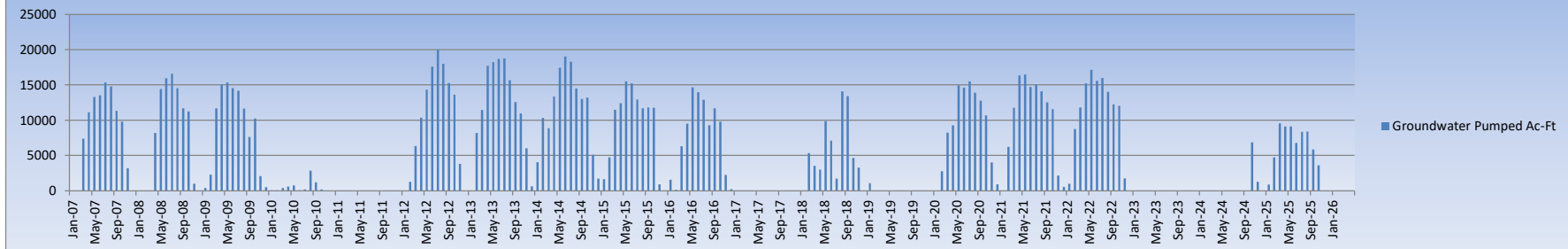
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2A

NORTH KERN WATER STORAGE DISTRICT AVERAGE MONTHLY GROUNDWATER LEVELS BY TOWNSHIP



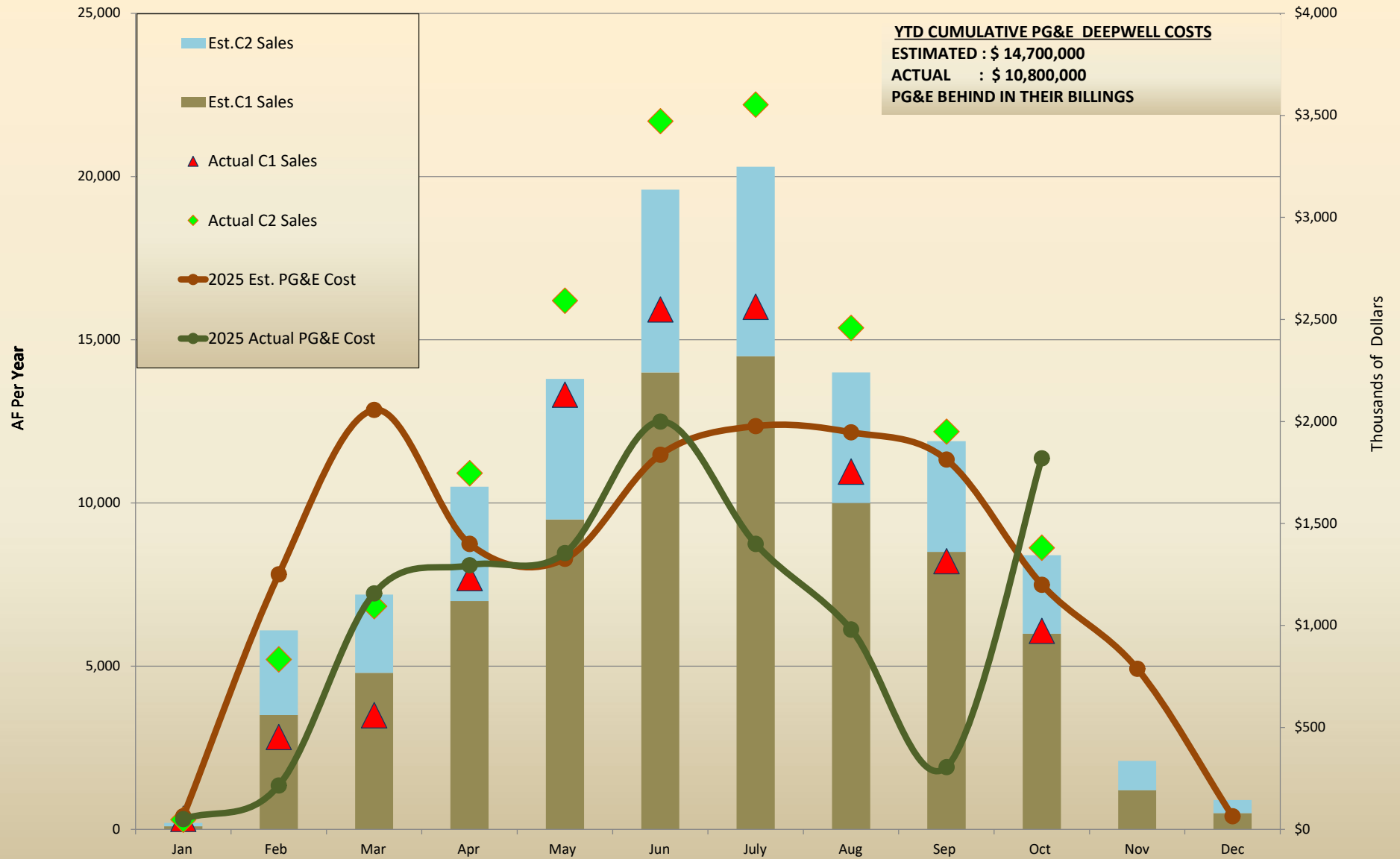
DISTRICT DEEP WELL PRODUCTION Ac-Ft



NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2B

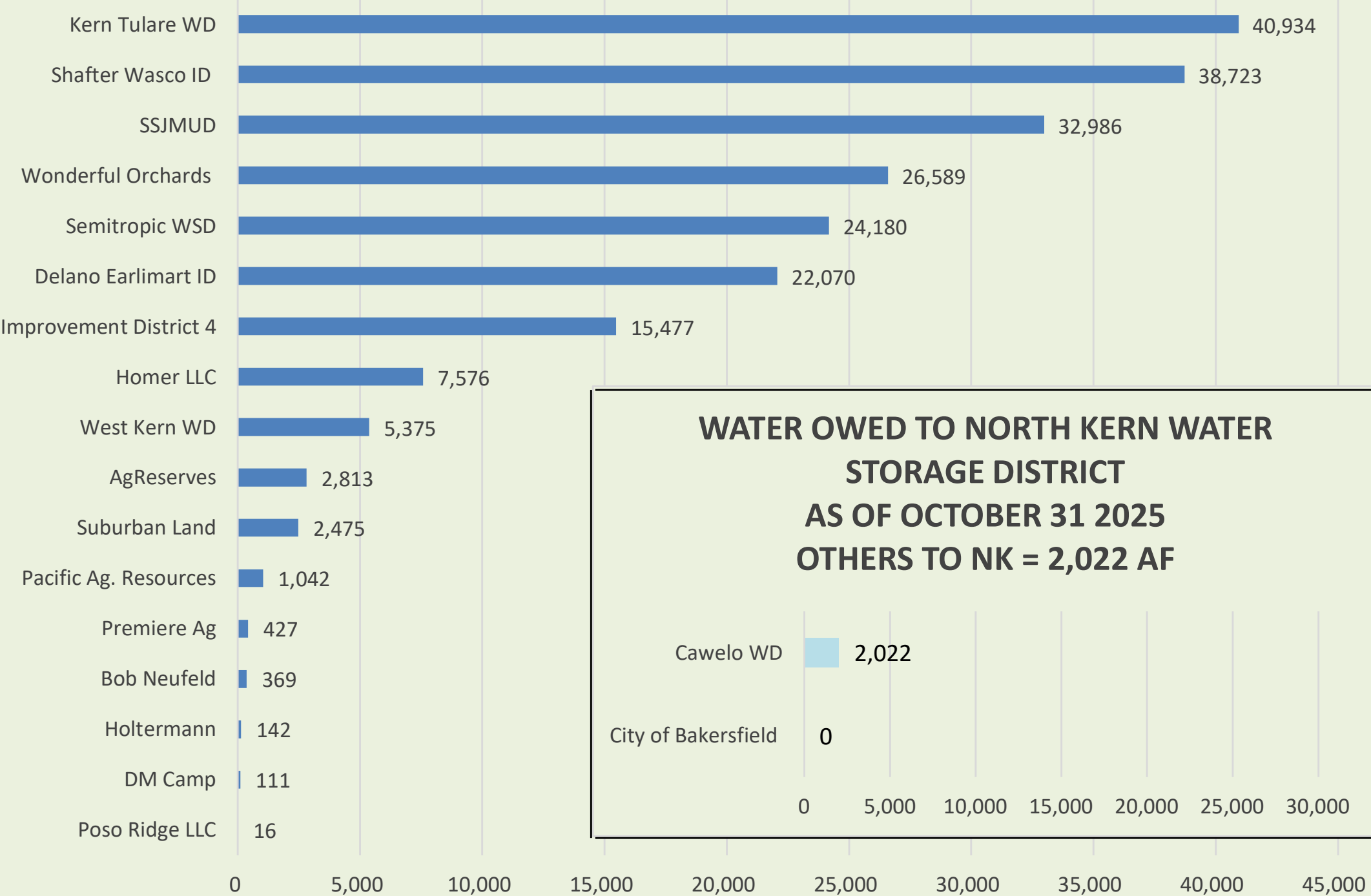
EXHIBIT "A"
Budgeted and Actual PG&E Costs for 2025



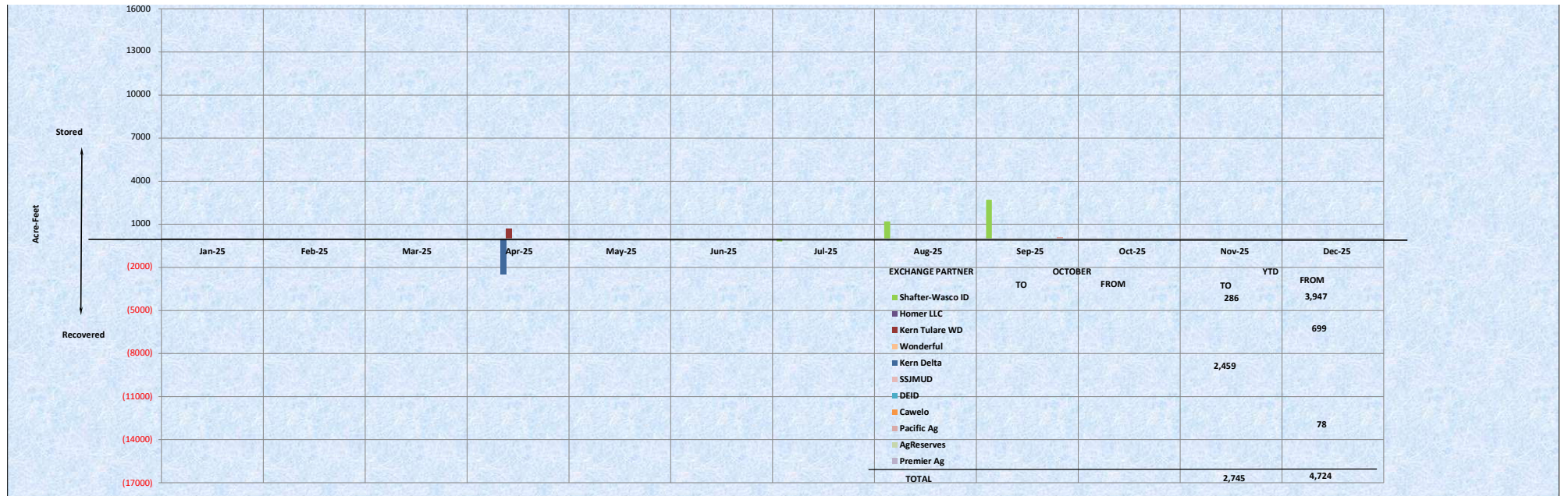
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2C

**NORTH KERN WATER STORAGE DISTRICT
GROUNDWATER BALANCE AS OF
OCTOBER 31, 2025
NK TO OTHERS = 226,222AF**



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

November 14, 2025

TO: BOARD OF DIRECTORS

FROM: Heather Williams

RE: Operations Report

Operations

1. Lake Isabella storage is currently 177,949 AF. Today's estimated natural flow is 310 CFS and the regulated outflow is 270 CFS. The district's share of storage is estimated to be 41,700 AF and receiving an average of 170 CFS/day of Kern Delta WD release water.
2. For the month of October, the district deep well production was 3,932 AF and an estimated 9,500 AF of Kern River water was diverted into the Beardsley Head. Class 1 deliveries averaged 99 CFS/day, and Class 2 deliveries averaged 43 CFS/day.
3. The district continued to utilize both deep wells and Kern River supplies with an additional 60 CFS of district reservoir supplies, as needed, daily. Deep wells were shut off in mid-October and Kern River supplies into the district were increased.
4. CRC produced water continues to be diverted to Rosedale Spreading. Daily flows are averaging 14.9 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 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

November 6, 2025

TO: ROSEDALE RANCH IMPROVEMENT DISTRICT COMMITTEE
Directors Ackerknecht and Mitchell, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Common Use Agreement for the Construction of a Roadway and Landscape by
the City of Bakersfield

RECOMMENDED MOTION:

“Authorize the execution of a Common Use Agreement with the City of Bakersfield for constructing, operating, and maintaining a roadway and associated landscaping crossing over the R-1 at the intersection of Snow Road and Allen Road.

DISCUSSION:

The City of Bakersfield (“City”) has requested approval to construct, operate, and maintain a roadway and associated landscaping crossing over the District’s R-1 canal at the intersection of Snow Road and Allen Road.

This roadway will provide access from Snow Road to the new homes that are being constructed north of Olive Drive. The City’s engineer has submitted a legal description and a plat, which District staff have reviewed and find acceptable. Staff recommends the execution of a Common Use Agreement (Exhibit “A”) with the City, subject to legal counsel approval.

Attachments:

Exhibit “A” – Common Use Agreement

COMMON USE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2025, by and between **NORTH KERN WATER STORAGE DISTRICT**, a California water storage district (hereinafter called "NORTH KERN ") and the **CITY OF BAKERSFIELD** (hereinafter called "CITY").

WHEREAS, NORTH KERN is the owner and operator of an irrigation canal commonly known as the "R-1 CANAL-PARCEL 1", as well as the owner of an easement and right-of-way over and across certain real property in the City of Bakersfield, County of Kern, State of California described in **Exhibit "A"** which is attached hereto and by this reference made a part hereof. Said easement is also shown on the plat maps attached hereto as **Exhibit "B"** and by this reference made a part hereof ("Easement" herein); and

WHEREAS, CITY desires to construct and maintain certain roadway public improvements ("Crossings"), over and across NORTH KERN's Easement; the design, engineering, and construction of said Crossings shall meet any and all of CITY's specifications, subject to approval by NORTH KERN; and

WHEREAS, in addition to the Crossings, certain improvements including a wall and wall footing associated with Tract 7186, Phase 4, together with an adjoining landscaped area (collectively, the "Additional Improvements"), will be located within the Area of Common Use and will be constructed by the developer of Tract 7186 Phase 4; and

WHEREAS, the Crossings and the Additional Improvements will occupy a portion of NORTH KERN's Easement as shown on **Exhibit "C"** which is attached hereto and made a part hereof. Said Crossings are also shown on the plat maps attached hereto as **Exhibit "D"** and by this reference made a part hereof ("Area of Common Use" herein); and

WHEREAS, the cost of said Crossings shall be borne by CITY; and

WHEREAS, NORTH KERN is willing to consent to said Crossings upon the terms and conditions hereinafter set forth.

Incorporating herein the above recitals, CITY and NORTH KERN agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** NORTH KERN hereby consents to the construction, reconstruction, maintenance and use by CITY of the Crossings and appurtenances thereto on, over, along, under and across NORTH KERN's Easement in the Area of Common Use, subject to the terms and conditions herein contained. No public or private utilities, lines or pipes shall be carried within the Area of Common Use without NORTH KERN's prior written approval, which approval shall not be unreasonably withheld. Such approval shall be deemed given for those utilities set forth in the plans approved by NORTH KERN as part of the construction of the Crossings.
2. **CONSTRUCTION.** CITY shall construct and maintain in good operating condition,

at its sole expense, all facilities necessary to provide access over NORTH KERN's Easement within the road rights-of-way located within the Area of Common Use. All plans for the construction of any facilities within the Area of Common Use shall be reviewed and approved in writing by NORTH KERN prior to any construction. (Such approval not to be unreasonable withheld)

3. **TITLE.** NORTH KERN and CITY have and reserve all their rights, the same as they were prior to entering into this Agreement, for the purposes for which NORTH KERN's and CITY's easements were acquired and have been put to use, without need for further permit or permission from CITY, or NORTH KERN, and both agree to exercise said rights in common with the public use of the Crossings within the Area of Common Use .
4. **NOTICE OF WORK.** Except with regard to emergency work or repair, CITY shall give written notice to NORTH KERN forty-eight (48) hours in advance of any work within the Area of Common Use and, except for emergency work; NORTH KERN shall give CITY 48-Hour notice in advance of any work in said area.
5. **INTERFERENCE WITH USE.** CITY agrees to construct and maintain the Crossings at all times in a manner which will not interfere with NORTH KERN's use of its Easement or facilities for water storage district purposes.
6. **ADDITIONAL IMPROVEMENTS WITHIN AREA OF COMMON USE.** The Parties acknowledge that within the Area of Common Use there will be Additional Improvements which are being constructed by the developer of Tract 7186 Phase 4. CITY shall have the right, privilege, and obligation to access, maintain, repair, and, if necessary, replace the Additional Improvements within the Area of Common Use. Such activities shall be conducted in a manner that does not interfere with NORTH KERN's use of its Easement or facilities. The cost and responsibility of maintaining, repairing, and/or replacing the Additional Improvements shall remain solely with CITY, its successors, and assigns, unless otherwise agreed in writing by the Parties.
7. **ENFORCEABILITY.** The failure of any party to enforce against the other any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time.
8. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council of CITY and the Board of Directors of NORTH KERN and signed by all the parties.
9. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
10. **TERM.** The term of this Agreement shall commence on the date hereinabove set forth and shall terminate upon either party giving notice to the other of abandonment of its utilization of said Common Use Area for the purposes herein contemplated.

11. **TERMINATION.** Upon termination of this Agreement arising from the CITY's abandonment of the Crossings, CITY shall remove all its facilities from NORTH KERN's easement and restore the premises without damaging existing canal facilities. CITY shall assume all costs associated with the removal of its facilities and restoration of the premises.
12. **INDEMNITY.** CITY agrees to defend, indemnify and hold harmless NORTH KERN, its respective officers, agents and employees and each of them, from any injury, damage, loss, liability, claim or cause of action, including, but not limited to, inverse condemnation, property damage, personal injury, or death directly and proximately caused by the CITY's officers, agents, employees, invitees, licensees and franchisees while constructing, maintaining, operating or otherwise utilizing the Area of Common Use within NORTH KERN's Easement; provided, however CITY shall not be responsible for any injury, damage, loss, or liability directly and proximately caused by the negligent or willful misconduct of NORTH KERN.
13. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation, and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
14. **NOTICES.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

CITY:
CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

NORTH KERN:
NORTH KERN WATER STORAGE DISTRICT
P.O. BOX 81435
Bakersfield, CA 93380-1435

15. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California
16. **ASSIGNMENT.** This Agreement shall not be assigned by any party, or any party substituted, without prior written consent of all the parties.
17. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representative, successors and assigns.
18. **AUTHORITY.** Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BAKERSFIELD

NORTH KERN WATER STORAGE DISTRICT

By: _____
KAREN GOH
Mayor

By: _____
Print Name: _____
Title: President

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
ZACHARY MEYER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRIDIANA GALLARDO-KING
Deputy City Attorney II

Insurance/Surety: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

VGK/pt

Attachments: **Exhibit A** – R-1 Canal Easement Legal Description
Exhibit B – R-1 Canal Easement
Exhibit C – Area of Common Use Description
Exhibit D – Area of Common Use Plat

S:\Public Works\Agrs\25-26\Common Use Agreement (North Kern).docx

EXHIBIT "A"

R-1 Canal Easement Legal Description:

Grant of Canal Easement, Recorded December 10, 1980 in Book 5353 Pages 2414 to 2433.

Recording Requested By:

ROSEDALE RANCH IMPROVEMENT DISTRICT OF
THE NORTH KERN WATER STORAGE DISTRICT

BOOK 5353 PAGE 2414

BOOK 5336 PAGE 1933

And When Recorded Mail To:

064512

1980 DEC 10 AM 8:26

A. C. PAULDEN
1675 Chester Avenue, 4th Floor
Bakersfield, California 93301

RECORDED
RAY A. VERCAMMEN
KERN COUNTY RECORDER

This Document is Being Recorded for
the Benefit of the Rosedale Ranch
Improvement District of the North
Kern Water Storage District - Gov't.
Code section 6103

R1760 A .00 DRS
12/10/80 .00 FREE

018042

1981 FEB 23 AM 10:00

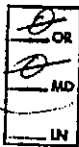
8:26
NO FEE 10:00

Documentary Transfer Tax Due \$ NONE

RECORDED
RAY A. VERCAMMEN
KERN COUNTY RECORDER

A. C. Paulden, Attorney for the
ROSEDALE RANCH IMPROVEMENT DISTRICT OF
THE NORTH KERN WATER STORAGE DISTRICT,
a California water storage district

R8017 A .00 DRS
02/23/81 .00 FREE



GRANT OF CANAL EASEMENT

TENNECO WEST, INC., a Delaware corporation, hereinafter called "Grantor," hereby GRANTS to the ROSEDALE RANCH IMPROVEMENT DISTRICT OF THE NORTH KERN WATER STORAGE DISTRICT, a water storage district organized and existing under and by virtue of the California Water Storage District Law, herein called "Grantee," subject to a condition subsequent, an easement for canal purposes only, over, in and upon that certain real property situated in the unincorporated area of Kern County, California, more particularly described in Exhibit A attached hereto and hereby made a part hereof.

AS A MATERIAL PART OF THE CONSIDERATION by Grantee to Grantor for the canal easement herein granted, Grantee represents and warrants that said easement is being acquired and shall be used for the sole and exclusive purpose of operating and maintaining upon said real property a canal for the transportation of water, and in furtherance of such representation and warranty, Grantor hereby EXCEPTS AND RESERVES to itself, its successor and assign, a right of reentry to recover use and possession of the real property encumbered by this easement or any part thereof free of the effect of this grant of easement, if and when and to the extent that all or any part thereof shall have ceased to be operated and maintained for canal purposes; and such right of reentry and recovery of use and possession, free of the effect of this grant of easement, is hereby authorized by Grantee to be effected by the recordation in the office of the County Recorder of said Kern County of a unilateral instrument executed by Grantor, or its successor or assign, reciting (a) the names of Grantor and Grantee, (b) a reference to the date and place of recordation of this grant of easement, (c) the date of cessation of operation and maintenance of the canal or the part or parts thereof to which such right of reentry and recovery is to be effected (d) the description of said real property or the relevant part or parts thereof as to which such right of reentry and recovery shall apply, and (e) a statement to the effect that such instrument is recorded pursuant to this grant of easement.

Grantor reserves the right to use, and to permit others to use the premises for any and all purposes which do not hinder or preclude such use of the premises by Grantee and, without

*** THIS DOCUMENT IS BEING RERECORDED TO SHOW ***
*** ATTACHED DESCRIPTION ***

limiting the generality of the foregoing, reserves the right to lay, construct and install pipelines, roads, ditches, fences, pole lines and other facilities in, upon, across or along the premises.

Grantee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of the national, state, county, or municipal government which may in any way apply to the use, maintenance or occupation of or operation on the premises by Grantee hereunder.

Grantee hereby agrees to indemnify Grantor, its subsidiaries and any company of which Grantor may be a subsidiary and any other subsidiary of any such company, against, and hold them and the premises free and harmless of any costs, expenses (including attorneys' fees in any action or proceeding arising out of matters herein set forth), damages, losses, liability to others, charges, liens, claims of lien and claims or demands whatever which may result from or in any way arise out of or in connection with either in whole or in part and whether directly or indirectly, (a) for the injury to or death of persons, (c) damage to or destruction of property, (c) the doing of any labor or the furnishing of any materials or supplies in connection with Grantee's operations of said canal, (d) the operations of Grantee on the premises or the exercise by Grantee of any of its rights hereunder, (e) any act or failure to act, whether negligent or otherwise, on the part of Grantee or any contractor engaged in doing work for it, (f) the failure of Grantee or of any such contractor to comply with any present or future law, ordinance, rule, regulation, requirement or order whatever of the national, state, county or municipal government.



TENNECO WEST, INC.

By Melvin J. Jones
Its Vice President

By Walter E. Brown
Its Assistant Secretary

CONDITION SUBSEQUENT RATIFIED:

ROSEDALE RANCH IMPROVEMENT DISTRICT OF
THE NORTH KERN WATER STORAGE DISTRICT

By H. E. Lee
President

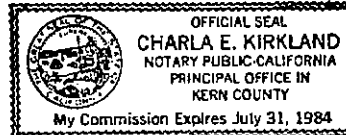
By Charlene Hefner
Secretary of the
NORTH KERN WATER STORAGE DISTRICT

STATE OF CALIFORNIA)
) ss.
 COUNTY OF KERN)

On November 5, 1980, before me, the undersigned, a Notary Public in and for the State of California, personally appeared MELVIN JANS and WAYNE E. BROOME, known to me to be the Vice President and the Assistant Secretary, respectively, of TENNECO WEST, INC., the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Charla E. Kirkland
 Notary Public

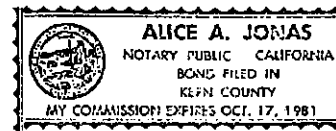


STATE OF CALIFORNIA)
) ss.
 COUNTY OF KERN)

On December 2, 1980, before me, the undersigned, a Notary Public in and for the State of California, personally appeared M. E. Hall and Charlene Hefner, known to me to be the President and the Secretary of the NORTH KERN WATER STORAGE DISTRICT, acting for and on behalf of the ROSEDALE RANCH IMPROVEMENT DISTRICT, and known to me to be the persons who executed the within instrument on behalf of said public corporation, agency or political subdivision and acknowledged to me that the NORTH KERN WATER STORAGE DISTRICT, acting for and on behalf of the ROSEDALE RANCH IMPROVEMENT DISTRICT, executed the same.

WITNESS my hand and official seal.

Alice A. Jonas
 Notary Public
 Alice A. Jonas



CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 27281:

THIS IS TO CERTIFY that the NORTH KERN WATER STORAGE DISTRICT, acting for and on behalf of the ROSEDALE RANCH IMPROVEMENT DISTRICT hereby accepts, for public purposes, the within document and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of December, 1980.

Charlene Hefner
 Secretary of the Board of Directors
 NORTH KERN WATER STORAGE DISTRICT

R-O CANALPARCEL 1

A STRIP OF LAND 100 FEET IN WIDTH IN SECTION 7, TOWNSHIP 29 SOUTH, RANGE 27 EAST, M.D.M., THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE NORTH LINE THEREOF, SOUTH 89° 51' 25" EAST, 630.39 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE CALLOWAY CANAL; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 30° 08' 18" EAST, 92.63 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 51' 25" WEST, 678.06 FEET, TO THE WEST LINE OF SAID SECTION 7, AND THE END POINT OF THIS DESCRIPTION, HEREINAFTER REFERRED TO AS POINT "A".

PARCEL 2

A STRIP OF LAND 80 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE AFOREMENTIONED POINT "A", THENCE ON AND ALONG THE EAST LINE OF SECTION 12, TOWNSHIP 29 SOUTH, RANGE 26 EAST, NORTH 00° 49' 45" EAST, A DISTANCE OF 10 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 18' 16" WEST, PARALLEL TO, AND 70 FEET SOUTHERLY OF, THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 5117.78 FEET, TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100 FEET, THROUGH A CENTRAL ANGLE OF 53° 12' 48", AN ARC DISTANCE OF 92.87 FEET TO POINT "B", SAID POINT "B" BEARING SOUTH 89° 18' 15" EAST, A DISTANCE OF 15.96 FEET FROM THE TRUE POINT OF BEGINNING OF THE R-1 CANAL; THENCE THROUGH A CENTRAL ANGLE OF 36° 45' 11", AN ARC DISTANCE OF 64.15 FEET; THENCE SOUTH 00° 43' 45"

EXHIBIT A

WEST, PARALLEL TO AND EASTERLY OF, THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 2355.54 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF $41^{\circ} 25' 17''$, AN ARC DISTANCE OF 28.92 FEET TO POINT "C", SAID POINT "C" BEARING NORTH $00^{\circ} 43' 45''$ EAST, A DISTANCE OF 15 FEET, FROM THE TRUE POINT OF BEGINNING OF THE R-2 CANAL; THENCE THROUGH A CENTRAL ANGLE OF $48^{\circ} 35' 43''$, AN ARC DISTANCE OF 33.92 FEET; THENCE NORTH $89^{\circ} 17' 15''$ WEST, A DISTANCE OF 30 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 12, SAID POINT BEARING NORTH $80^{\circ} 43' 45''$ EAST, A DISTANCE OF 80 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 12; THENCE NORTH $89^{\circ} 17' 15''$ WEST, PARALLEL TO AND 80 FEET NORTHERLY OF THE EAST-WEST CENTERLINE OF SECTION 11, TOWNSHIP 29 SOUTH, RANGE 26 EAST, M.D.M., A DISTANCE OF 5288.82 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 11; THENCE NORTH $89^{\circ} 25' 15''$ WEST, PARALLEL TO AND 80 FEET NORTHERLY OF THE EAST-WEST CENTERLINE OF SECTION 10, TOWNSHIP 29 SOUTH, RANGE 26 EAST, A DISTANCE OF 1255.72 FEET, TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, HAVING A RADIUS OF 40 FEET, CONCAVE TO THE SOUTHEAST; THENCE THROUGH A CENTRAL ANGLE OF $90^{\circ} 00' 00''$, AN ARC DISTANCE OF 62.83 FEET; THENCE SOUTH $00^{\circ} 34' 45''$ WEST, A DISTANCE OF 40.00 FEET, TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 10; THENCE CONTINUING SOUTH $00^{\circ} 34' 45''$ WEST, A DISTANCE OF 40.00 FEET, TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ} 00' 00''$, AN ARC DISTANCE OF 62.83 FEET; THENCE NORTH $89^{\circ} 25' 15''$ WEST, PARALLEL TO AND 80.00 FEET SOUTHERLY OF THE EAST-WEST CENTERLINE OF SAID SECTION 10, A DISTANCE OF 910.93 FEET, TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF $22^{\circ} 19' 54''$, AN ARC DISTANCE OF 38.98 FEET, TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF $22^{\circ} 19' 54''$, AN ARC DISTANCE OF 38.98 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "K".

A STRIP OF LAND, 70 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "K", SAID POINT BEING THE BEGINNING OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET AND A TANGENT, BEARING NORTH 89° 25' 15" WEST; THENCE THROUGH A CENTRAL ANGLE OF 38° 07' 26", AN ARC DISTANCE OF 66.54 FEET, TO POINT "D", SAID POINT "D" BEARING SOUTH 44° 25' 15" EAST, A DISTANCE OF 32.00 FEET, FROM THE TRUE POINT OF BEGINNING OF THE R-3 CANAL; THENCE THROUGH A CENTRAL ANGLE OF 55° 52' 34", AN ARC DISTANCE OF 12.00 FEET; THENCE SOUTH 45° 34' 45" WEST, A DISTANCE OF 50.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE A.T.&S.F. RAILROAD; THENCE CONTINUING SOUTH 45° 34' 45" WEST, A DISTANCE OF 180.00 FEET, TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.93 FEET; THENCE THROUGH A CENTRAL ANGLE OF 29° 10' 57", AN ARC DISTANCE OF 25.94 FEET, TO POINT "E", SAID POINT "E" BEARING NORTH 10° 08' 58" EAST, A DISTANCE OF 30.42 FEET, FROM THE TRUE POINT OF BEGINNING OF THE R-4 CANAL; THENCE THROUGH A CENTRAL ANGLE OF 15° 49' 03", AN ARC DISTANCE OF 14.06 FEET; THENCE NORTH 89° 25' 15" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 10; THENCE NORTH 89° 13' 42" WEST, A DISTANCE OF 30.00 FEET, TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 35.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 54.98 FEET; THENCE NORTH 00° 46' 18" EAST, A DISTANCE OF 74.06 FEET, TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 91.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 142.94 FEET; THENCE NORTH 89° 13' 42" WEST, PARALLEL TO, AND 75.00 FEET SOUTHERLY OF THE EAST-WEST CENTERLINE OF SAID SECTION 10, A DISTANCE OF 2487.08 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 10; THENCE NORTH 89° 26' 42" WEST, PARALLEL TO, AND 75.00 FEET SOUTHERLY OF THE EAST-WEST CENTERLINE OF

SECTION 9, TOWNSHIP 29 SOUTH, RANGE 26 EAST, A DISTANCE OF 2570.48 FEET, TO POINT "F", SAID POINT "F" BEARING NORTH 00° 33' 18" EAST, A DISTANCE OF 10.00 FEET FROM THE TRUE POINT OF BEGINNING OF THE R-5 CANAL; THENCE NORTH 89° 26' 42" WEST, A DISTANCE OF 70.00 FEET, TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9.

PARCEL 4

A STRIP OF LAND, 60 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

CONTINUING FROM THE AFOREMENTIONED POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9, THENCE NORTH 00° 42' 03" EAST, A DISTANCE OF 5.00 FEET, TO THE TRUE POINT OF BEGINNING, THENCE NORTH 89° 17' 57" WEST, A DISTANCE OF 2485.50 FEET, TO THE BEGINNING OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 89° 56' 55", AN ARC DISTANCE OF 156.99 FEET; THENCE SOUTH 00° 44' 57" WEST, A DISTANCE OF 2472.97 FEET, TO A TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 47.12 FEET; THENCE NORTH 89° 15' 03" WEST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE EAST LINE OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE NORTH 89° 19' 23" WEST, PARALLEL TO AND 30 FEET SOUTHERLY OF THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 2628.12 FEET TO POINT "G", SAID POINT "G" BEARING NORTH 00° 45' 57" EAST, A DISTANCE OF 30.00 FEET FROM THE TRUE POINT OF BEGINNING OF THE R-6 CANAL; THENCE NORTH 89° 19' 23" WEST, A DISTANCE OF 2628.00 FEET TO POINT "H", SAID POINT "H" BEING THE TRUE POINT OF BEGINNING OF THE R-0 RESERVOIR CANAL; THENCE SOUTH 00° 41' 22" WEST, A DISTANCE OF 2547.73 FEET, TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 11' 45", AN ARC DISTANCE OF 31.76 FEET, TO

THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 11' 45", AN ARC DISTANCE OF 31.76 FEET.

PARCEL 5

A PARCEL OF LAND 80 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

CONTINUING FROM THE END OF THE AFOREMENTIONED CURVE; THENCE SOUTH 00° 41' 22" WEST, A DISTANCE OF 2505.32 FEET, TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 50' 20", AN ARC DISTANCE OF 156.80 FEET; THENCE NORTH 89° 28' 18" WEST, PARALLEL TO AND 40.00 FEET NORTHERLY OF THE SOUTH LINE OF SECTION 18, TOWNSHIP 29 SOUTH, RANGE 26 EAST, A DISTANCE OF 707.00 FEET, TO POINT "I", SAID POINT "I" BEARING SOUTH 00° 31' 42" WEST, A DISTANCE OF 40.00 FEET FROM THE SOUTHEAST CORNER OF THE R-0 TERMINAL RESERVOIR; THENCE NORTH 89° 28' 18" WEST, A DISTANCE OF 1882.37 FEET, TO THE END OF THE R-0 CANAL.

R-0 RESERVOIR CANAL AND R-0 RESERVOIRPARCEL 1 (R-0 - RESERVOIR CANAL)

A PARCEL OF LAND 60 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "H", SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 19' 23" WEST, A DISTANCE OF 30.00 FEET, TO THE EAST SECTION LINE OF SECTION 18, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE NORTH 89° 28' 18" WEST, PARALLEL TO AND 30.00 FEET SOUTHERLY OF, THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 1200.00 FEET TO POINT "J", SAID POINT "J" BEARING SOUTH 00° 31' 42" WEST, A DISTANCE OF 30.00 FEET, FROM THE SOUTH-EAST CORNER OF THE R-0 RESERVOIR.

PARCEL 2 (R-0 RESERVOIR)

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 29 SOUTH, RANGE 26 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "J"; THENCE NORTH 00° 31' 42" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 7, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 44° 28' 18" WEST, A DISTANCE OF 635.00 FEET, MORE OR LESS; THENCE NORTH 89° 28' 18" WEST, A DISTANCE OF 655.00 FEET, MORE OR LESS; THENCE SOUTH 00° 31' 42" WEST, A DISTANCE OF 100.00 FEET, MORE OR LESS; THENCE NORTH 89° 28' 18" WEST, A DISTANCE OF 100.00 FEET, MORE OR LESS; THENCE NORTH 00° 31' 42" EAST, A DISTANCE OF 100.00 FEET, MORE OR LESS; THENCE NORTH 89° 28' 18" WEST, A DISTANCE OF 250.00 FEET, MORE OR LESS; THENCE SOUTH 00° 31' 42"

WEST, A DISTANCE OF 450.00 FEET; MORE OR LESS; THENCE SOUTH 89° 28' 18" EAST, A DISTANCE OF 1450.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

R-0 TERMINAL RESERVOIR

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 29 SOUTH, RANGE 26 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "I"; THENCE NORTH 00° 31' 42" EAST, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 31' 42" EAST, A DISTANCE OF 250.00 FEET, MORE OR LESS; THENCE NORTH 89° 28' 18" WEST, A DISTANCE OF 600.00 FEET, MORE OR LESS; THENCE SOUTH 00° 31' 42" WEST, A DISTANCE OF 250.00 FEET, MORE OR LESS; THENCE SOUTH 89° 28' 18" EAST, A DISTANCE OF 600.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL 1

A PARCEL OF LAND 60 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "B"; THENCE NORTH 89° 18' 15" WEST, A DISTANCE OF 15.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 18' 15" WEST, A DISTANCE OF 74.00 FEET, TO A POINT ON THE EAST LINE OF SECTION 11, TOWNSHIP 29 SOUTH, RANGE 26 EAST, SAID POINT BEARING NORTH 00° 43' 45" EAST, A DISTANCE OF 110.00 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89° 22' 25" WEST, A DISTANCE OF 90.22 FEET, TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 45° 00' 00", AN ARC DISTANCE OF 78.54 FEET; THENCE NORTH 44° 22' 25" WEST, A DISTANCE OF 114.14 FEET, TO A POINT ON THE SOUTH LINE OF SAID SECTION 2, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE CONTINUING NORTH 44° 22' 25" WEST, A DISTANCE OF 64.64 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 45° 00' 00", AN ARC DISTANCE OF 78.54 FEET; THENCE NORTH 89° 22' 25" WEST, PARALLEL TO AND 75.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 2204.75 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 157.08 FEET, TO THE END OF PARCEL 1.

PARCEL 2

A PARCEL OF LAND 80 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE END OF PARCEL 1 OF THE R-1 CANAL; THENCE NORTH 00° 37' 35" EAST, PARALLEL TO AND 10.00 FEET WESTERLY OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 2, A DISTANCE OF 2467.43 FEET TO THE END POINT OF THE R-1 CANAL.

PARCEL 1

A PARCEL OF LAND 60 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "C" ON THE R-0 CANAL;
THENCE SOUTH $00^{\circ} 43' 45''$ WEST, A DISTANCE OF 15.00 FEET TO THE TRUE
POINT OF BEGINNING; THENCE SOUTH $00^{\circ} 43' 45''$ WEST, PARALLEL TO
AND 60.00 FEET EASTERLY OF THE WEST LINE OF SECTION 12, TOWNSHIP
29 SOUTH, RANGE 26 EAST, A DISTANCE OF 2622.54 FEET TO THE BEGINNING
OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHWEST,
HAVING A RADIUS OF 30.00 FEET; THENCE THROUGH A CENTRAL ANGLE
OF $90^{\circ} 00' 00''$, AN ARC DISTANCE OF 47.12 FEET; THENCE NORTH $89^{\circ} 16' 15''$
WEST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE EAST LINE OF
SECTION 11, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE CONTINUING
NORTH $89^{\circ} 16' 15''$ WEST, A DISTANCE OF 90.00 FEET, TO THE BEGINNING
OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING
A RADIUS OF 30.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF
 $90^{\circ} 00' 00''$, AN ARC DISTANCE OF 47.12 FEET; THENCE SOUTH $00^{\circ} 43' 45''$
WEST, A DISTANCE OF 30.00 FEET, TO A POINT ON THE NORTH LINE OF
SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE SOUTH
 $00^{\circ} 42' 40''$ WEST, A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A
TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, HAVING A
RADIUS OF 100.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF
 $45^{\circ} 34' 22''$, AN ARC DISTANCE OF 79.54 FEET, TO THE BEGINNING OF A
TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING
A RADIUS OF 100.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF
 $45^{\circ} 34' 22''$, AN ARC DISTANCE OF 79.54 FEET; THENCE SOUTH $00^{\circ} 42' 40''$
WEST, PARALLEL TO AND 60.00 FEET WESTERLY OF THE EAST LINE OF
SAID SECTION 14, A DISTANCE OF 904.53 FEET TO A TANGENT CIRCULAR
CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 100.00 FEET;
THENCE THROUGH A CENTRAL ANGLE OF $90^{\circ} 00' 30''$, AN ARC DISTANCE OF

157.09 FEET; THENCE NORTH 89° 16' 50" WEST, A DISTANCE OF 3729.00 FEET TO A POINT BEARING NORTH 44° 16' 50" WEST, A DISTANCE OF 42.43 FEET FROM THE SOUTHWEST CORNER OF THE R-2 RESERVOIR AND THE END OF THE R-2 CANAL.

PARCEL 2 (R-2 RESERVOIR)

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED SOUTHWEST CORNER OF THE R-2 RESERVOIR, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 44° 16' 50" WEST, A DISTANCE OF 48.00 FEET, MORE OR LESS; THENCE NORTH 00° 43' 10" EAST, A DISTANCE OF 215.00 FEET, MORE OR LESS; THENCE SOUTH 89° 16' 50" EAST, A DISTANCE OF 300.00 FEET, MORE OR LESS; THENCE SOUTH 00° 43' 10" WEST, A DISTANCE OF 248.00 FEET, MORE OR LESS; THENCE NORTH 89° 16' 50" WEST, A DISTANCE OF 265.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL 1

A PIPELINE EASEMENT 20 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "D", IN THE R-0 CANAL; THENCE NORTH 44° 25' 15" WEST, A DISTANCE OF 32.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 44° 25' 15" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 00° 34' 45" EAST, A DISTANCE OF 36.00 FEET, TO A POINT ON THE EAST-WEST CENTERLINE OF SECTION 10, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE CONTINUING NORTH 00° 34' 35" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 44° 25' 15" WEST, A DISTANCE OF 180.00 FEET; THENCE NORTH 89° 25' 15" WEST, A DISTANCE OF 70.00 FEET, TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 10; THENCE CONTINUING NORTH 89° 25' 15" WEST, A DISTANCE OF 34.00 FEET; THENCE NORTH 44° 75' 15" WEST, A DISTANCE OF 24.00 FEET, TO THE END POINT OF THIS DESCRIPTION.

PARCEL 2

A PARCEL OF LAND 60 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED END POINT OF PARCEL 1 OF THE R-3 CANAL; THENCE NORTH 44° 23' 20" WEST, PARALLEL TO AND NORTH-EASTERLY OF THE A.T. & S.F. RIGHT OF WAY, A DISTANCE OF 7137.82 FEET, TO POINT "L", SAID POINT "L" BEARING NORTH 89° 24' 05" WEST, A DISTANCE OF 42.42 FEET, FROM THE NORTHWEST CORNER OF THE R-3 RESERVOIR; THENCE NORTH 44° 23' 20" WEST, A DISTANCE OF 38.18 FEET, TO A POINT ON THE EAST-WEST CENTERLINE OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 26 EAST; THENCE NORTH 44° 23' 20" WEST, A DISTANCE OF 386.10 FEET; THENCE SOUTH 46° 36' 40" WEST, A DISTANCE OF

30.00 FEET, TO THE NORTHEASTERLY RIGHT OF WAY OF THE A.T. & S.F. RAILROAD; THENCE CONTINUING SOUTH $46^{\circ} 36' 40''$ WEST, A DISTANCE OF 320.00 FEET; THENCE PARALLEL TO AND 30.00 FEET NORTHERLY OF THE EAST-WEST CENTERLINE OF SAID SECTION 4, NORTH $89^{\circ} 24' 05''$ WEST, A DISTANCE OF 2228.44 FEET, TO A POINT ON THE WEST SECTION LINE OF SAID SECTION 4; THENCE NORTH $89^{\circ} 01' 50''$ WEST, PARALLEL TO AND 30.00 FEET NORTHERLY OF THE EAST-WEST CENTERLINE OF SECTION 5, TOWNSHIP 29 SOUTH, RANGE 26 EAST, A DISTANCE OF 2658.13 FEET, TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF $89^{\circ} 43' 56''$, AN ARC DISTANCE OF 156.61 FEET; THENCE SOUTH $01^{\circ} 14' 14''$ WEST, PARALLEL TO AND 20.00 FEET EASTERLY OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 5, A DISTANCE OF 2466.31 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 100.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF $90^{\circ} 04' 41''$, AN ARC DISTANCE OF 157.22 FEET; THENCE NORTH $88^{\circ} 41' 05''$ WEST, PARALLEL TO AND 60.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 1240.79 FEET TO POINT "M", SAID POINT "M" BEARING NORTH $01^{\circ} 45' 55''$ EAST, A DISTANCE OF 60.00 FEET FROM THE NORTHEAST CORNER OF THE R-3 TERMINAL RESERVOIR; THENCE CONTINUING NORTH $88^{\circ} 41' 05''$ WEST, A DISTANCE OF 1320.93 FEET, TO THE END POINT OF THE R-3 CANAL.

R-3 RESERVOIR

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 26 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "L"; THENCE SOUTH 89° 24' 05" EAST, A DISTANCE OF 42.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 24' 05" EAST, A DISTANCE OF 1100.00 FEET, MORE OR LESS; THENCE SOUTH 00° 35' 55" WEST, A DISTANCE OF 1100.00 FEET, MORE OR LESS; THENCE NORTH 44° 23' 20" WEST, A DISTANCE OF 1555.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

R-3 TERMINAL RESERVOIR

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 29 SOUTH, RANGE 26 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "M", THENCE SOUTH 01° 45' 55" WEST, A DISTANCE OF 60.00 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 8, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 01° 45' 55" WEST, A DISTANCE OF 2610.00 FEET, MORE OR LESS; THENCE NORTH 88° 14' 05" WEST, A DISTANCE OF 150.00 FEET, MORE OR LESS; THENCE NORTH 01° 45' 55" EAST, A DISTANCE OF 2610.00 FEET, MORE OR LESS; THENCE SOUTH 88° 14' 05" EAST, A DISTANCE OF 150.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

A PARCEL OF LAND 70 FEET IN WIDTH IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 29 SOUTH, RANGE 26 EAST, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "E" ON THE R-0 CANAL; THENCE SOUTH $10^{\circ} 08' 58''$ WEST, A DISTANCE OF 30.42 FEET, TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $90^{\circ} 41' 25''$ WEST, PARALLEL TO AND 65.00 FEET EASTERLY OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 10, A DISTANCE OF 2310.00 FEET TO THE END POINT OF THE R-4 CANAL.

A PARCEL OF LAND 80 FEET IN WIDTH, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 26 EAST, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "F" ON THE R-0 CANAL; THENCE SOUTH 00° 33' 18" WEST, A DISTANCE OF 10.00 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 33' 18" WEST, PARALLEL TO AND 70.00 FEET EASTERLY OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9, A DISTANCE OF 2506.49 FEET TO THE END POINT OF THE R-5 CANAL.

R-6 CANAL

A PARCEL OF LAND, 80 FEET IN WIDTH LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 26 EAST, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "G" IN THE R-0 CANAL; THENCE SOUTH $00^{\circ} 45' 57''$ WEST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $00^{\circ} 45' 57''$ WEST, PARALLEL TO AND 15.00 FEET EASTERLY OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 17, A DISTANCE OF 2614.78 FEET, TO THE END OF THE R-6 CANAL.

9-2 CANAL

A PARCEL OF LAND, 64 FEET IN WIDTH, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 26 EAST, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER CORNER OF SAID SECTION 34; THENCE SOUTH 88° 35' 37" EAST, A DISTANCE OF 32.00 FEET, TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01° 24' 23" WEST, PARALLEL TO AND 32.00 FEET EASTERLY OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 34, A DISTANCE OF 2610.73 FEET TO THE END POINT OF THE 9-2 CANAL.

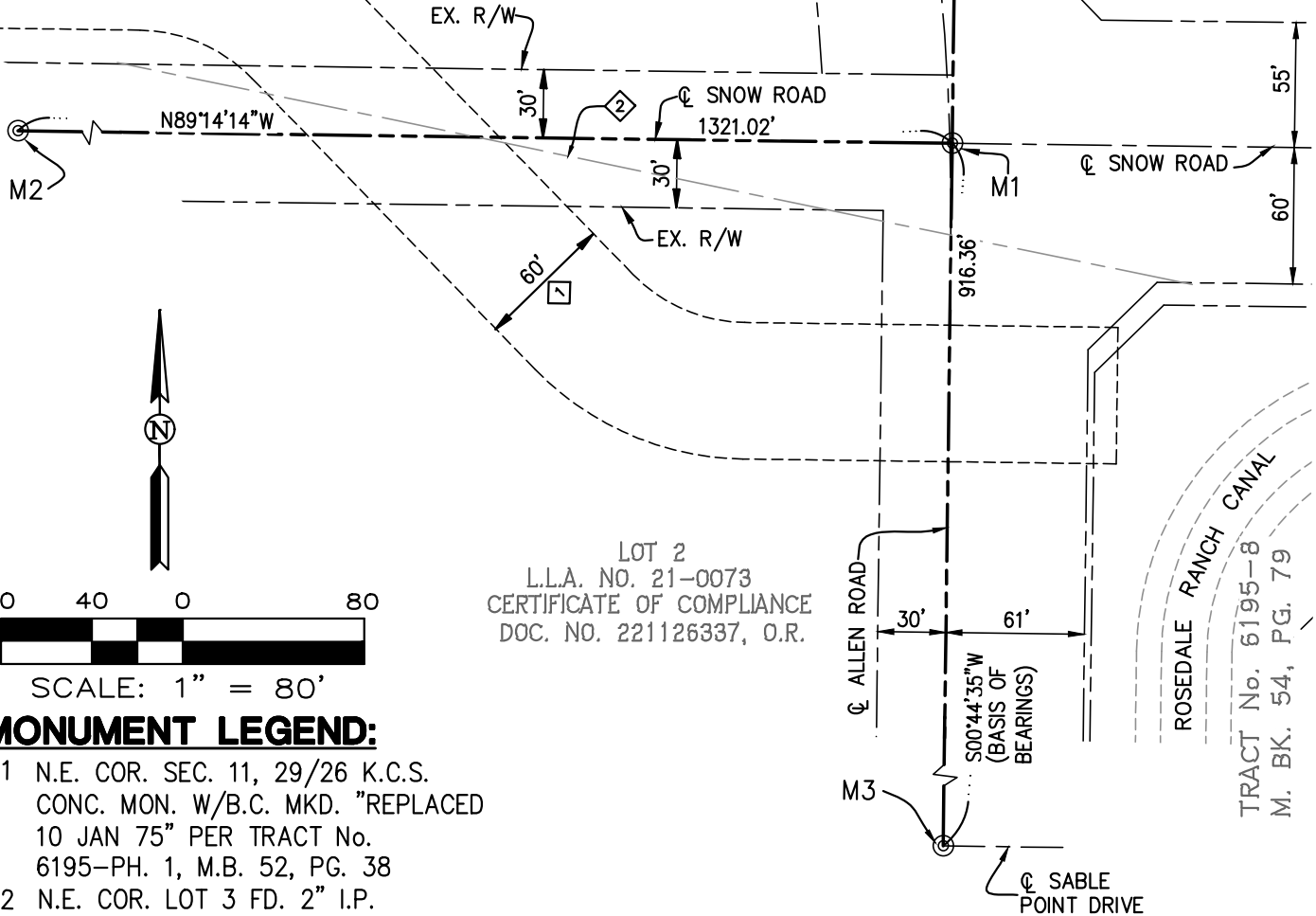
EXHIBIT "B"

EXISTING

PARCEL 4
P.M. NO. 10712
P.M. BK. NO. 51,
PGS. 108-110

EX. R/W
PARCEL 8
P.M. NO. 10323
P.M. BK. NO. 48,
PG. 76

CL ZERKER ROAD



LOT 2
L.L.A. NO. 21-0073
CERTIFICATE OF COMPLIANCE
DOC. NO. 221126337, O.R.

ROSEDALE RANCH CANAL
TRACT No. 6195-8
M. BK. 54, PG. 79

SCALE: 1" = 80'

MONUMENT LEGEND:

- M1 N.E. COR. SEC. 11, 29/26 K.C.S.
CONC. MON. W/B.C. MKD. "REPLACED
10 JAN 75" PER TRACT No.
6195-PH. 1, M.B. 52, PG. 38
- M2 N.E. COR. LOT 3 FD. 2" I.P.
TAGGED LS 3779 0.08' N. OF
CORNER (NOT OF RECORD)
- M3 FD. CONC. MON. IN LAMPHOLE W/
BRASS CAP MRK'D. L.S. 4383 PER TR.
6195 - PHASE 1 M.B. 52, PGS.
38-40.

EASEMENT LEGEND:

- 1 60' WIDE ROSEDALE RANCH IMPROVEMENT
DISTRICT OF THE NORTH KERN WATER
STORAGE DISTRICT CANAL EASEMENT PER
BK. 5336, PG. 1933 AND 5353, PG. 2414
BOTH O.R. (R-1 CANAL-PARCEL 1)
- 2 C.L. PACIFIC GAS & ELECTRIC COMPANY
EASEMENT PER DOC. NO. 0205044176 O.R.



NEW GEN ENGINEERING GROUP
10800 STOCKDALE HWY., SUITE 103 BAKERSFIELD, CA 93311 (805) 834-4814

VEST. TENT. TRACT 7186
COMMON USE AGREEMENT
CITY OF BAKERSFIELD AND
NORTH KERN WATER STORAGE DISTRICT

JOB NO. 15013.02
DATE: 10/14/25
FILE NO. 15013EA06A
DONE BY: SLU
SHEET 1 OF 1

EXHIBIT "C"
COMMON USE AGREEMENT
BETWEEN CITY OF BAKERSFIELD
AND NORTH KERN WATER STORAGE DISTRICT
LEGAL DESCRIPTION

LOT "A"

BEING A PORTION OF PARCEL 4 OF PARCEL MAP NO. 10712, PARCEL MAP BOOK NO. 51, PAGES 108 TO 110, ALSO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 29 SOUTH, RANGE 26 EAST, MOUNT DIABLO MERIDIAN, AND A PORTION OF LOT 2 OF LOT LINE ADJUSTMENT NO. 21-0073 PER CERTIFICATE OF COMPLIANCE RECORDED JULY 7, 2021 AS DOCUMENT NO. 221126337, OFFICIAL RECORDS; ALSO, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 29 SOUTH, RANGE 26 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, ALSO BEING THE INTERSECTION OF SNOW ROAD AND ALLEN ROAD AS SHOWN ON TRACT NO. 6195, PHASE 1, MAP BOOK 52, PGS. 38 TO 40; THENCE SOUTH 00°44'35" WEST ALONG THE CENTERLINE OF ALLEN ROAD, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE

- 1) CONTINUING SOUTH 00°44'35" WEST, A DISTANCE OF 60.00 FEET; THENCE
- 2) NORTH 89°14'14" WEST, A DISTANCE OF 76.85 FEET; THENCE
- 3) NORTH 44°14'50" WEST, A DISTANCE OF 75.67 FEET; THENCE
- 4) NORTH 89°14'14" WEST, A DISTANCE OF 20.17 FEET; THENCE
- 5) NORTH 56°53'03" WEST, A DISTANCE OF 217.70 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SNOW ROAD; THENCE
- 6) SOUTH 89°14'14" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 112.12 FEET; THENCE
- 7) DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 56°53'03" EAST, A DISTANCE OF 205.56 FEET; THENCE
- 8) SOUTH 89°14'14" EAST, A DISTANCE OF 48.65 FEET TO THE POINT OF BEGINNING.

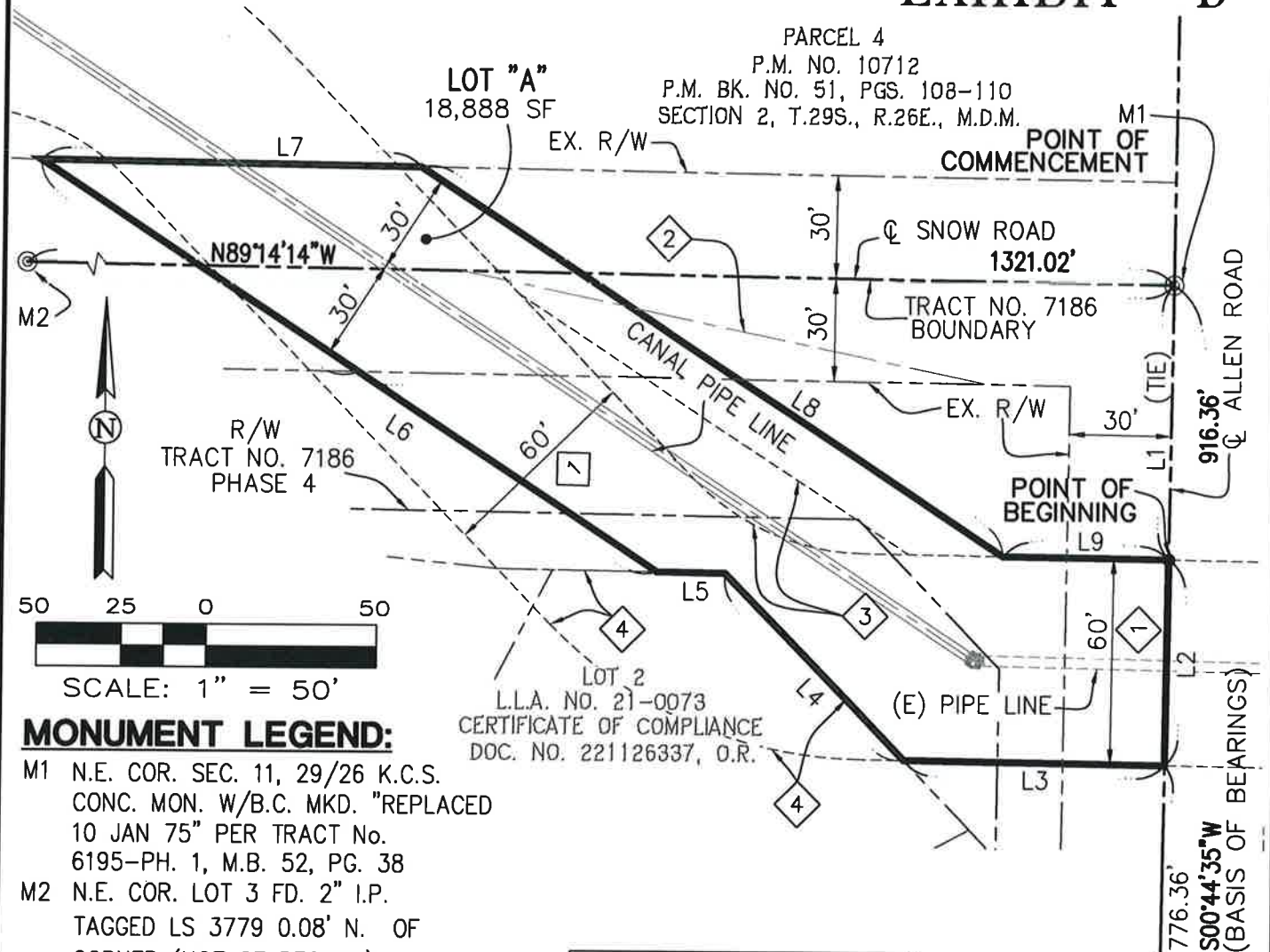
CONTAINING 18,888 SQUARE FEET, MORE OR LESS.



B.R. Blacklock

7/25/2025

EXHIBIT "D"



MONUMENT LEGEND:

- M1 N.E. COR. SEC. 11, 29/26 K.C.S.
CONC. MON. W/B.C. MKD. "REPLACED
10 JAN 75" PER TRACT No.
6195-PH. 1, M.B. 52, PG. 38
- M2 N.E. COR. LOT 3 FD. 2" I.P.
TAGGED LS 3779 0.08' N. OF
CORNER (NOT OF RECORD)
- M3 FD. CONC. MON. IN LAMPHOLE W/
BRASS CAP MRK'D. L.S. 4383 PER TR.
6195 - PHASE 1 M.B. 52, PGS.
38-40.

EASEMENT LEGEND:

- 1 60' WIDE ROSEDALE RANCH IMPROVEMENT
DISTRICT OF THE NORTH KERN WATER
STORAGE DISTRICT CANAL EASEMENT PER
BK. 5336, PG. 1933 AND 5353, PG. 2414
BOTH O.R. (R-1 CANAL-PARCEL 1)
- 2 C.L. PACIFIC GAS & ELECTRIC COMPANY
EASEMENT PER DOC. NO. 0205044176 O.R.
- 3 ADDITIONAL CANAL EASEMENT TO
NKWSD PER SEPARATE INSTRUMENT.
- 4 PORTION OF CANAL EASEMENT TO BE
QUITCLAIMED BY NKWSD PER SEPARATE
INSTRUMENT.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°44'35"W	80.00'
L2	S00°44'35"W	60.00'
L3	N89°14'14"W	76.85'
L4	N44°14'50"W	75.67'
L5	N89°14'14"W	20.17'
L6	N56°53'03"W	217.70'
L7	S89°14'14"E	112.12'
L8	S56°53'03"E	205.56'
L9	S89°14'14"E	48.65'



DATE: 7/25/2025



VEST. TENT. TRACT 7186
COMMON USE AGREEMENT
CITY OF BAKERSFIELD AND
NORTH KERN WATER STORAGE DISTRICT

JOB NO. 15013.02
DATE: 07/25/25
FILE NO. 15013EA06
DONE BY: SLU
SHEET 1 OF 1

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 3A

achianello@krwatermaster.org

November 9, 2025

RE: Report of Recent Activities

Cumulative precipitation measured by the snow sensors for Crabtree Meadow, Pascoes, and Beach Meadows is shown below. For comparison, data for October 2023, October 2024, and October 2025 are included.

2023							
PRECIPITATION IN INCHES							
Crabtree Meadow	Pascoe	Beach Meadow	Glennville		City of Bakersfield		
			Fire Station	Seasonal Total	Water Office	Seasonal Total	
10/01	.04	.05	.03	.03			
.21	.01						
.31	.04						
.38	.10	.06					
.41							
.43		.10					
.48	.11	.12					
.51		.15					
.61		.15					
.66		.16					
.69	.12	.18	.03	.03	.03	.03	
.69	.12	.18			0	.03	
.74	.12	.20			0	.03	
.74	.12	.20			.31	.34	
.74	.12	.20			.14	.48	
.80	.12	.24			0	.48	
.80	.12	.24			0	.48	
.80	.12	.24			0	.48	
.80	.12	.24			0	.48	
.80	.12	.24			0	.48	
.80	.12	.24			0	.48	
.80	.12	.24			0	.48	
.86	.12	.25			0	.48	
10/31	.93	.27			0	.48	

PRECIPITATION IN INCHES						
Crabtree Meadow	Pascoe	Beach Meadow	Glennville		City of Bakersfield	
			Fire Station	Seasonal Total	Water Office	Seasonal Total
0.00	0.00	0.00			0	0.00
0.03	0.00	0.00			0	0.00
0.05	0.00	0.00			0	0.00
0.08	0.00	0.00			0	0.00
0.19	0.00	0.01			0	0.00
0.19	0.00	0.06			0	0.00
0.19	0.00	0.06			0	0.00
0.19	0.00	0.10			0	0.00
0.33	0.00	0.11			0	0.00
0.33	0.00	0.11			0	0.00
0.33	0.00	0.12			0	0.00
0.41	0.00	0.18			0	0.00
0.49	0.00	0.18			0	0.00
0.49	0.00	0.19			0	0.00
0.52	0.00	0.20			0	0.00
0.52	0.00	0.20			0	0.00
0.52	0.00	0.21			0	0.00
0.52	0.00	0.21			0	0.00
0.70	0.00	0.23			0	0.00
0.72	0.00	0.25			0	0.00
0.75	0.00	0.25			0	0.00
0.77	0.00	0.25			0	0.00
0.77	0.00	0.27			0	0.00
0.84	0.00	0.27			0	0.00
0.91	0.00	0.27			0	0.00
0.91	0.00	0.29			0	0.00
0.91	0.00	0.29			0	0.00
0.91	0.00	0.30			0	0.00
0.95	0.00	0.30			0	0.00
0.98	0.00	0.30			0	0.00

PRECIPITATION IN INCHES						
Crabtree Meadow	Pascoe	Beach Meadow	Glennville		City of Bakersfield	
			Fire Station	Seasonal Total	Water Office	Seasonal Total
0.00	0.07	0.01			0	0.00
0.00	0.07	0.01			0	0.00
0.00	0.07	0.01			0	0.00
0.00	0.20	0.01			0	0.00
0.00	0.22	0.01			0	0.00
0.07	0.23	0.02			0	0.00
0.07	0.24	0.02			0	0.00
0.07	0.24	0.02			0	0.00
0.09	0.26	0.04			0	0.00
0.14	0.27	0.05			0	0.00
0.14	0.27	0.10			0	0.00
0.14	0.27	0.10			0	0.00
0.14	0.27	0.12			0.12	0.12
0.99	1.75	1.49			0.61	0.73
1.01	1.86	1.62			0	0.73
1.06	1.94	1.62			0	0.73
1.26	1.98	1.62			0	0.73
1.40	2.12	1.63			0	0.73
1.43	2.12	1.63			0	0.73
1.45	2.13	1.63			0	0.73
1.45	2.13	1.64			0.06	0.79
1.45	2.13	1.69			0	0.79
1.64	2.14	1.71			0	0.79
1.69	2.13	1.72			0	0.79
1.69	2.14	1.72			0	0.79
1.74	2.14	1.72			0	0.79
1.84	2.16	1.72			0	0.79
1.89	2.16	1.73			0	0.79
1.89	2.16	1.73			0	0.79
1.89	2.16	1.73			0	0.79

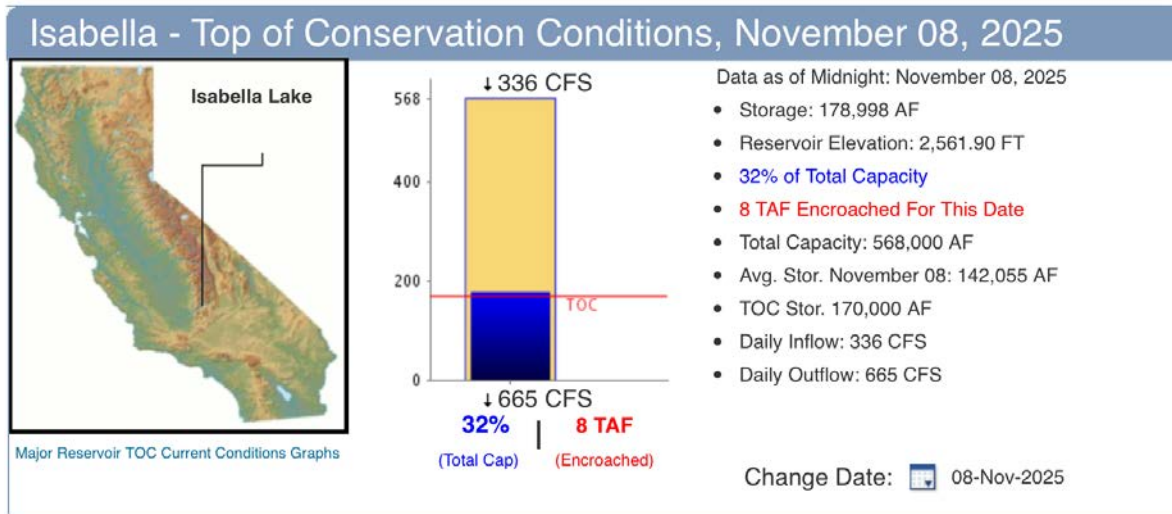
Kern River Watershed Runoff - The runoff that flowed into Isabella Lake for the Month of October is shown below. The historical average inflow to Isabella Lake (1955-2024) for the month of October is 16,600 ac-ft.

October 2023 - 37,983 ac-ft

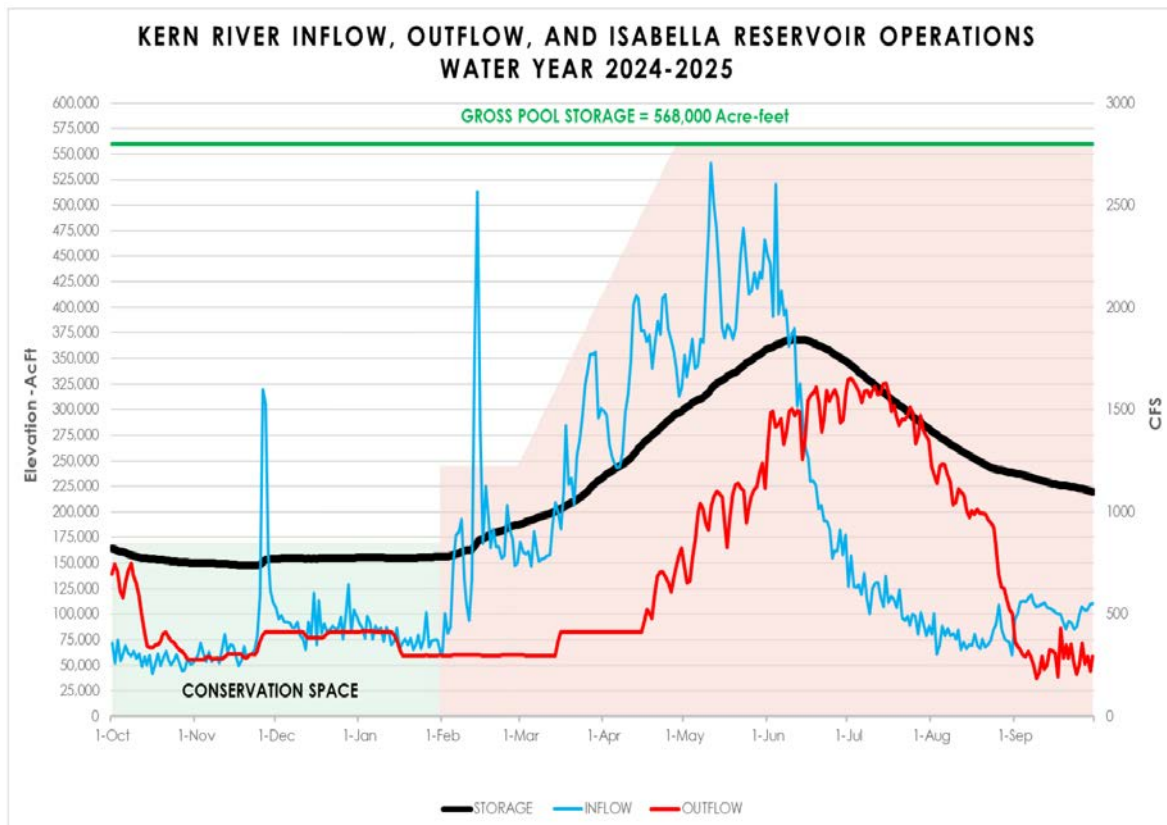
October 2024 - 17,254 ac-ft

October 2025 - 23,184 ac-ft

Isabella Reservoir Storage - The storage at midnight on November 8th was 178,998 ac-ft. The average storage for this date is 142,055 ac-ft.



Water Year 2024-2025 wrap up - A summary of inflow, outflow, and storage is shown below.



California Cooperative Snow Surveys Program - The 71st Annual Meeting of the California Cooperative Snow Surveys Program will be held in- person and remotely at the Mariposa Fairgrounds & Exposition Center in Mariposa, CA. on November 12 -14. I will attend remotely.

Record Keeping - I continue to coordinate with Central Records and review daily and monthly reports.

Public Outreach - I responded to several questions by the media during the month of October.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 4A

NORTH KERN WATER STORAGE DISTRICT

HEARING – NOVEMBER 18, 2025

TO HEAR OBJECTIONS TO THE PRELIMINARY ROLL FOR
BASE SERVICE CHARGES AND TO FINALIZE
THE RATES AND ROLL FOR 2025

PROCEDURE OUTLINE:

1. Staff Presentation
2. Landowner Objections
3. Public Participation Closed
4. Continuance (if necessary)
5. Board Action

Proof of Publication

THE BAKERSFIELD CALIFORNIAN
4900 CALIFORNIA AVE STE 100A
BAKERSFIELD, CA 93309

Ad Number: 525908 PO #:
Edition: CALC Run Times 2
Class Code LEGAL NOTICES

Start Date 10/24/2025 Stop Date 10/31/2025

NORTH KERN WATER STORAGE DISTRICT
PO BOX 81435
BAKERSFIELD CA 93380
US

Billing Lines 48.00 Inches 4.844028
Total Cost \$ 850.94 Account 109949
Billing NORTH KERN WATER STORAGE DISTRICT
Address PO BOX 81435
BAKERSFIELD CA 93380
US

STATE OF CALIFORNIA
COUNTY OF KERN

Solicitor I.D.: 0

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE COUNTY AFORESAID: I AM OVER THE AGE OF EIGHTEEN YEARS, AND NOT A PARTY OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE ASSISTANT PRINCIPAL CLERK OF THE PRINTER OF THE BAKERSFIELD CALIFORNIAN, A NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED DAILY IN THE CITY OF BAKERSFIELD COUNTY OF KERN,

First Text
NOTICE OF HEARING ON OBJE

Ad Number 525908

AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF KERN, STATE OF CALIFORNIA, UNDER DATE OF FEBRUARY 5, 1952, CASE NUMBER 57610; THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

10/24/2025 10/31/2025

ALL IN YEAR 2025

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

DATED AT BAKERSFIELD CALIFORNIA

**NOTICE OF HEARING ON OBJECTIONS
TO BASE SERVICE CHARGES FOR YEAR 2025
FOR THE NORTH KERN WATER STORAGE DISTRICT**

NOTICE IS HEREBY GIVEN that, pursuant to Rule XIII of the North Kern Water Storage District's RULES AND REGULATIONS FOR DISTRIBUTION AND USE OF WATER, AMENDED JULY 15, 2014, a meeting of the Board of Directors of the North Kern Water Storage District will be held at 7:15 a.m., November 18, 2025, at 33380 Cawelo Avenue, Bakersfield, California 93308 for the purpose of hearing objections to the charges established for respective tracts of land receiving charges in accordance with the roll; for adoption of said roll as finally fixed and for making any changes in the preliminary rates per acre necessary thereby for 2025.

NOTICE IS FURTHER GIVEN that based upon said roll prepared pursuant to said Rules and Regulations, it is estimated that for North Kern Water Storage District the Base Service Charge for 2025 will be approximately \$188.00 per acre for each assessable acre of Class 1 lands (sometimes referred to as "Canal Irrigated" lands), as a consequence of their being entitled to surface water service as well as lands, being in a long-term stabilized water basin resulting from the operation of District's Project; and it is further estimated that the Base Service Charge for 2025 will be approximately \$176.00 per acre for each assessable acre of Class 2 lands (sometimes referred to as "Pump Irrigated" lands), as a consequence of their being in an improved water basin resulting from the operation of the District's Project.

NOTICE IS FURTHER GIVEN that the preliminary roll and preliminary rates for 2025 will be available for public inspection during regular business hours, at the District office, 33380 Cawelo Avenue, Bakersfield, California 93308, and at the hearing of November 18, 2025, the Board will meet to hear objections to the preliminary roll, fix the final rates, and order collection of these charges by the District.

NOTICE IS FURTHER GIVEN that questions regarding this matter may be directed to the District at P.O. Box 81435, Bakersfield, California 93380-1435, or by telephone (661-393-2696), to the attention of Mr. David Hampton.

DATED: October 21, 2025

/s/ Robert Holtermann
Secretary Board of Directors
North Kern Water Storage District

October 24, 31, 2025
525908

Wanda Fisher

10/31/25

AFFIDAVIT OF:

MAILING OF NOTICE OF HEARING OF NOVEMBER 18, 2025
AND LANDOWNER LETTER TO CLASS 1 AND CLASS 2 LANDOWNERS
IN NORTH KERN WATER STORAGE DISTRICT

- - -

STATE OF CALIFORNIA)

) ss.

COUNTY OF KERN)

Heather Williams, being first duly sworn, deposes and says:

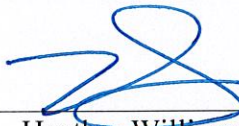
That affiant is now and at all times herein mentioned a citizen of the United States over eighteen (18) years of age, a resident of the County of Kern, State of California, and the Operations Superintendent of North Kern Water Storage District.

That on October 23, 2025, copies of the NOTICE OF HEARING OF OBJECTIONS TO BASE SERVICE CHARGES FOR 2025 FOR NORTH KERN WATER STORAGE DISTRICT, in the form attached hereto marked Exhibit A, were mailed to all landowners receiving a charge within said District and to tenants of publicly owned property to be assessed, if their address is known, shown on the last equalized assessment roll of the County of Kern or upon District's records at their addresses shown on said roll of District's records.

That said mailing was accomplished by depositing in the United States mail at Bakersfield, California, with proper and necessary postage prepaid, envelopes addressed as aforesaid.

I CERTIFY under penalty of perjury that the foregoing is true and correct.

Executed at Bakersfield, California, this 30th day of October 2025.



Heather Williams

NOTICE OF FILING OF ROLL AS FINALLY FIXED FOR BASE
SERVICE CHARGES - **NORTH KERN WATER STORAGE DISTRICT**

NOTICE IS HEREBY GIVEN that, pursuant to Rule XIII of the North Kern Water Storage District's Rules and Regulations for Distribution and Use of Water, amended July 15, 2014, a meeting of the Board of Directors of the North Kern Water Storage District was held at the time and place previously noticed for the purpose of hearing objections to the charges established for respective tracts of land receiving charges in accordance with the roll; that said roll was adopted as finally fixed for 2025.

NOTICE IS FURTHER GIVEN that, based upon said roll, prepared pursuant to said rules and regulations, for NORTH KERN WATER STORAGE DISTRICT the base service charge for 2025 will be \$188.00 per acre for each assessable acre of Class 1 lands (sometimes referred to as "Canal Irrigated" lands) and \$176.00 per acre for each assessable acre of Class 2 lands (sometimes referred to as "Pump Irrigated" lands).

NOTICE IS FURTHER GIVEN that, these charges will be due on December 1, 2025, at the North Kern Water Storage District, P.O. Box 81435, Bakersfield, California 93380 and any charges that remain unpaid at the close of business on January 5, 2026, they shall become delinquent, and a penalty of ten percent shall be added thereto, and the resulting total shall bear interest at the rate of twelve percent per year.

DATED: November 18, 2025 /s/ _____

Robert Holtermann, Secretary
Board of Directors
North Kern Water Storage District

BEFORE THE BOARD OF DIRECTORS
OF THE NORTH KERN WATER STORAGE DISTRICT

IN THE MATTER OF:

Resolution No. 25-xxx

RESOLUTION FINALIZING ROLL OF BASE SERVICE CHARGES; FIXING RATES PER ACRE FOR SAID CHARGES; ORDERING THAT THE SAME BE COLLECTED FROM THE OWNERS OF LANDS RECEIVING THE BENEFIT THEREOF

SECTION A.

WHEREAS, THIS BOARD OF DIRECTORS, ACTING FOR AND ON BEHALF OF SAID DISTRICT ("District" hereinafter) DECLARES AND DETERMINES AS FOLLOWS:

(1) Pursuant to the matters presented to this Board at the properly noticed hearing held this date in accordance with Rule XIII of the Rules and Regulations for Distribution of Water (the "Hearing"), this Board finds that the roll on file with the District Secretary, after making such corrections as are set forth in Exhibit "A" hereto, correctly sets forth all those matters required to be established pursuant to said Rules and Regulations.

(2) Said roll as finally fixed and adopted shows:

- (a) There are 28,598.28 acres of assessable land in the District's Class 1 area receiving the appropriate Base Service Charge.
- (b) There are 26,593.67 acres of assessable land in the District's Class 2 area receiving the appropriate Base Service Charge.

(3) Acting pursuant to Rule XIII of District's Rules and Regulations for Distribution of Water, by Resolution No. 25-95 adopted October 21, 2025, this Board of Directors preliminarily fixed the amount of the Base Service Charge in the sum of \$10,056,388.96 (excluding the allowance for delinquencies and cost of collection);

(4) Based upon the foregoing the rates for said charges to be applied to the categories of land set forth in said roll are:

	<u>Category</u>	<u>Rate</u>
(a)	Rate for tracts receiving the Base Service Charge on Class 1 lands	\$188.00 per acre
(b)	Rate for tracts receiving the Base Service Charge on Class 2 lands	\$176.00 per acre
(c)	Rate for tracts less than one acre receiving the Base Service Charge	\$50.00 per tract

SECTION B:

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF DIRECTORS AS FOLLOWS:

- (1) Those matters recited in Section A hereof are true and correct.
- (2) Said charges shall be payable on December 1, 2025, at the office of North Kern Water Storage District, P. O. Box 81435, Bakersfield, California 93380-1435, and any charges that remain unpaid at the close of business on January 5, 2026, they shall become delinquent, and a penalty of ten percent shall be added thereto, and the resulting total shall bear interest at the rate of twelve percent per year.
- (3) The Treasurer of the District shall forthwith make such corrections to the roll-on file with the District Secretary as are set forth in Exhibit "A" hereto, and shall certify said roll as finally fixed and adopted with the Secretary of the District.
- (4) The Secretary shall publish notice of the filing of the roll as finally fixed and adopted which notice shall set forth the rates per acre. The notice shall be published once a week for two successive weeks.
- (5) As a convenience to the assessee, the Secretary shall deposit in the mail, addressed to each assessee as shown on the roll, an invoice stating the amount of the Base Service Charges due and payable to North Kern Water Storage District for said parcel(s).
- (6) The charges for parcels under 1 acre will be collected by the County of Kern through the property tax process during the **Fiscal 2025/2026** year, via Fund Number 60410.

The foregoing resolution being on motion of Director _____, seconded by Director _____, was authorized by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I HEREBY CERTIFY that the foregoing resolution is the resolution of District, as duly passed and adopted on the 18th day of November 2025.

(Seal)

David Hampton, Assistant Secretary
Board of Directors
North Kern Water Storage District

Exhibit "A"

Parcel #	Acres	Previous Owner Name	New Owner Name
482-594-06-00	0.17	Lennar Homes of Cal Inc	Martin Guillen Jr
482-593-09-00	0.15	Lennar Homes of Cal Inc	Chrouser Cameron Ashton
482-593-10-00	0.15	Lennar Homes of Cal Inc	Feero Danielle Elaine
482-593-12-00	0.15	Lennar Homes of Cal Inc	Bojorquez Enrique
482-601-12-00	0.18	Lennar Homes of Cal Inc	Smith Kevin Bryant
482-603-07-00	0.12	Lennar Homes of Cal Inc	Millrose Properties California LLC
482-603-08-00	0.12	Lennar Homes of Cal Inc	Millrose Properties California LLC
482-603-09-00	0.12	Lennar Homes of Cal Inc	Millrose Properties California LLC
482-603-10-00	0.15	Lennar Homes of Cal Inc	Millrose Properties California LLC
482-594-11-00	0.16	Lennar Homes of Cal Inc	Millrose Properties California LLC
482-594-12-00	0.15	Lennar Homes of Cal Inc	Millrose Properties California LLC
482-594-13-00	0.15	Lennar Homes of Cal Inc	Millrose Properties California LLC
072-020-17-00	79.27	Early Morning LLC	Neuhouse of Roses, LLC
072-070-21-00	373.29	Agreserves Inc	Farmland Reserves Inc
091-261-26-00	17.33	Paramount Logistics Park 1 LLC	5000 Fanucchi Way LLC

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 4B

ROSEDALE RANCH IMPROVEMENT DISTRICT OF THE
NORTH KERN WATER STORAGE DISTRICT

HEARING – NOVEMBER 18, 2025

TO HEAR OBJECTIONS TO PRELIMINARY ROLL FOR
BASE SERVICE CHARGES AND TO FINALIZE
THE RATES AND ROLL FOR 2025

PROCEDURE OUTLINE:

1. Staff Presentation
2. Landowner Objections
3. Public Participation Closed
4. Continuance (if necessary)
5. Board Action

Proof of Publication

THE BAKERSFIELD CALIFORNIAN
4900 CALIFORNIA AVE STE 100A
BAKERSFIELD, CA 93309

Ad Number: 525910 PO #:
Edition: CALC Run Times 2
Class Code LEGAL NOTICES

Start Date 10/24/2025 Stop Date 10/31/2025

NORTH KERN WATER STORAGE DISTRICT
PO BOX 81435
BAKERSFIELD CA 93380
US

Billing Lines 53.00 Inches 5.3506944
Total Cost \$ 937.54 Account 109949
Billing NORTH KERN WATER STORAGE DISTRICT
Address PO BOX 81435
BAKERSFIELD CA 93380
US

STATE OF CALIFORNIA
COUNTY OF KERN

Solicitor I.D.: 0

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE COUNTY AFORESAID: I AM OVER THE AGE OF EIGHTEEN YEARS, AND NOT A PARTY OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE ASSISTANT PRINCIPAL CLERK OF THE PRINTER OF THE BAKERSFIELD CALIFORNIAN, A NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED DAILY IN THE CITY OF BAKERSFIELD COUNTY OF KERN,

First Text
NOTICE OF HEARING ON OBJE

Ad Number 525910

AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF KERN, STATE OF CALIFORNIA, UNDER DATE OF FEBRUARY 5, 1952, CASE NUMBER 57610; THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

10/24/2025 10/31/2025

ALL IN YEAR 2025

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Krista Fisher

DATED AT BAKERSFIELD CALIFORNIA

10/31/25

NOTICE OF HEARING ON OBJECTIONS TO BASE SERVICE CHARGES FOR YEAR 2025 FOR THE ROSEDALE RANCH IMPROVEMENT DISTRICT OF NORTH KERN WATER STORAGE DISTRICT

NOTICE IS HEREBY GIVEN that, pursuant to Rule XIII of the Rosedale Ranch Improvement District of North Kern Water Storage District's RULES AND REGULATIONS FOR DISTRIBUTION AND USE OF WATER, ADOPTED MAY 20, 1980, a meeting of the Board of Directors of the North Kern Water Storage District will be held at 7:15 a.m., November 18, 2025 for the purpose of hearing objections to the charges established for respective tracts of land receiving charges in accordance with the roll; for adoption of said roll as finally fixed and for making any changes in the preliminary rates per acre necessary thereby for Year 2025.

NOTICE IS FURTHER GIVEN that based upon said roll prepared pursuant to said Rules and Regulations, it is estimated that for the Rosedale Ranch Improvement District of the North Kern Water Storage District, the Base Service Charge for 2025 will be approximately a First Installment of \$181.40 per acre and a Second Installment of \$0.00 per acre totaling \$181.40 per acre for each assessable acre of developed land as a consequence of their being capable of receiving surface water service as well as being in an improved water basin resulting from the operation of District's Project; and it is further estimated, that the Base Service Charge for 2025 will be approximately \$25.00 per acre for each assessable acre of undeveloped land, as a consequence of their being in an improved water basin resulting from the operation of District's Project.

NOTICE IS FURTHER GIVEN that the preliminary roll and preliminary rates for 2025 will be open for public inspection, during regular business hours, at the District Office, 33380 Cawelo Avenue, Bakersfield, California 93308 on and after October 21, 2025, and at the hearing of November 18, 2025, the Board will meet to hear objections to the preliminary roll, fix the final rates, and order collection of these charges by the District.

NOTICE IS FURTHER GIVEN that questions regarding this matter may be directed to the District at P. O. Box 81435, Bakersfield, California 93380-1435, or by telephone 661/393-2696, to the attention of Mr. David Hampton

DATED: October 21, 2025

/s/ Robert Holtermann
Secretary, Board of Directors
Rosedale Ranch Improvement District of the
North Kern Water Storage District

October 24, 31, 2025
525910

AFFIDAVIT OF:

MAILING OF NOTICE OF HEARING OF NOVEMBER 18, 2025
AND LETTER TO LANDOWNERS IN THE ROSEDALE RANCH IMPROVEMENT
DISTRICT REGARDING BASE SERVICE CHARGE

- - -

STATE OF CALIFORNIA)

) ss.

COUNTY OF KERN)

Heather Williams, being first duly sworn, deposes and says:

That affiant is now and at all times herein mentioned a citizen of the United States over eighteen (18) years of age, a resident of the County of Kern, State of California, and the Operations Superintendent of North Kern Water Storage District.

That on October 23, 2025, copies of the NOTICE OF HEARING OF OBJECTIONS TO BASE SERVICE CHARGES FOR 2025 FOR ROSEDALE RANCH IMPROVEMENT DISTRICT OF THE NORTH KERN WATER STORAGE DISTRICT, in the form attached hereto marked Exhibit A, were mailed to all landowners receiving a charge within said District and to tenants of publicly owned property to be assessed, if their address is known, shown on the last equalized assessment roll of the County of Kern or upon District's records at their addresses shown on said roll of District's records.

That said mailing was accomplished by depositing in the United States mail at Bakersfield, California, with proper and necessary postage prepaid, envelopes addressed as aforesaid.

I CERTIFY under penalty of perjury that the foregoing is true and correct.

Executed at Bakersfield, California, this 30th day of October 2025.



Heather Williams

NOTICE OF FILING OF ROLL
AS FINALLY FIXED FOR ADMINISTRATIVE BASE SERVICE CHARGE AND
PROJECT BASE SERVICE CHARGE BEFORE THE BOARD OF DIRECTORS OF THE
NORTH KERN WATER STORAGE DISTRICT ACTING FOR AND ON BEHALF OF THE
ROSEDALE RANCH IMPROVEMENT DISTRICT

NOTICE IS HEREBY GIVEN that, pursuant to Rule XIII of the Rosedale Ranch Improvement District of the North Kern Water Storage District's RULES AND REGULATIONS FOR DISTRIBUTION AND USE OF WATER, adopted December 16, 1980, and as amended November 18, 1997, a meeting of the Board of Directors of the North Kern Water Storage District acting for and on behalf of the ROSEDALE RANCH IMPROVEMENT DISTRICT was held at the time and place previously noticed for the purpose of hearing objections to the charges established for respective tracts of land receiving charges in accordance with the roll; that said roll was adopted as finally fixed for 2025.

NOTICE IS FURTHER GIVEN that, based upon said roll, prepared pursuant to said rules and regulations, for Rosedale Ranch Improvement District of the North Kern Water Storage District, the Administrative Base Service Charge for 2025 will be \$25.00 per acre for all assessable lands in the district. The Project Base Service Charge will be \$156.40 per acre on all assessable developed lands in the district, to be collected in two installments, the first installment of \$156.40 per acre and a second installment of \$0.00 per acre.

NOTICE IF FURTHER GIVEN that, the Administrative Base Service Charge and the Project Base Service charge will be due on December 1, 2025, at the North Kern Water Storage District, P.O. Box 81435, Bakersfield, California 93380 and any that charges remain unpaid at the close of business on January 5, 2026, they shall become delinquent and a penalty of ten percent shall be added thereto, and the resulting total shall bear interest at the rate of twelve percent per year.

DATED: November 18, 2025

/s/ _____
Robert Holtermann, Secretary
Board of Directors
Rosedale Ranch Improvement District of the
North Kern Water Storage District

BEFORE THE BOARD OF DIRECTORS
OF THE NORTH KERN WATER STORAGE DISTRICT
ACTING FOR AND ON BEHALF OF THE
ROSEDALE RANCH IMPROVEMENT DISTRICT

IN THE MATTER OF:

Resolution No. RR25-xxx

RESOLUTION FINALIZING ROLL OF BASE SERVICE CHARGES; FIXING RATES PER ACRE FOR SAID CHARGES; ORDERING THAT THE SAME BE COLLECTED FROM THE OWNERS OF LANDS RECEIVING THE BENEFIT THEREOF.

SECTION A.

WHEREAS, THIS BOARD OF DIRECTORS, ACTING FOR AND ON BEHALF OF SAID IMPROVEMENT DISTRICT (District hereinafter) DECLARES AND DETERMINES AS FOLLOWS:

(1) Pursuant to the matters presented to this Board at the properly noticed hearing held this date in accordance with Rule XIII of the Rules and Regulations for Distribution of Water, this Board finds that the roll on file with the District Secretary, after making such corrections as are set forth in Exhibit "A" hereto, correctly sets forth all those matters required to be established pursuant to said Rules and Regulations.

(2) Said roll as finally fixed and adopted shows:

- (a) There are 9,593.92 acres of assessable land in the district receiving the Administrative Base Service Charge.
- (b) There are 8,860.22 acres of assessable developed land in the district receiving the Project Base Service Charge.

(3) Acting pursuant to Rule XIII of District's Rules and Regulations for Distribution of Water, by Resolution No. RR 25-106, adopted October 21, 2025, this Board of Directors fixed the amount of the base service charge in the sum of \$1,672,025.55 (excluding the allowance for delinquencies and cost of collection);

(4) Based upon the foregoing and the corrections on Exhibit "A", the sum of the Base Service Charge is revised to be \$1,625,586.58 (excluding the allowance for delinquencies and cost of collection), and the rates for said charges to be applied to the categories of land set forth in said roll are revised as follows:

	<u>Category</u>	<u>Rate</u>
(a)	Rate for all assessable land receiving an Administrative Base Service Charge	\$ 25.00 per acre, 1st Installment \$ 0.00 per acre, 2nd Installment
(b)	Rate for all developed assessable land receiving a Project Base Service Charge	\$ 156.40 per acre, 1st Installment \$ 0.00 per acre, 2nd Installment
(c)	The composite rate for all developed assessable land is	\$ 181.40 per acre, 1st Installment \$ 00.00 per acre, 2nd Installment

(5) Said rates are not in violation of Articles XIII (C) and (D) of the California Constitution (Proposition 218) because, among other things, said rates were imposed prior to the effective date of said Articles for operation and maintenance of a water project (Article XIII D, Section 5).

SECTION B:

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF DIRECTORS AS FOLLOWS:

- (1) Those matters recited in Section A hereof are true and correct.
- (2)
 - (a) Said First Installment of charges shall be payable on December 1, 2025, at the office of North Kern Water Storage District, P.O. Box 81435, Bakersfield, California 93308-1435, and any charges that remain unpaid at the close of business on January 5, 2026, they shall become delinquent, and a penalty of ten percent shall be added thereto, and the resulting total shall bear interest at the rate of twelve percent per year.
 - (b) No Second Installment
- (3) The Treasurer of the District shall forthwith make such corrections to the roll on file with the District Secretary as are set forth in Exhibit "A" hereto, and shall certify said roll as finally fixed and adopted with the Secretary of the District.
- (4) The Secretary shall publish notice of the filing of the roll as finally fixed and adopted which notice shall set forth the rates per acre. The notice shall be published once a week for two successive weeks.
- (5) As a convenience to the assessee, the secretary shall deposit in the mail, addressed to each assessee as shown on the roll, an invoice stating the amount of the base service charges due and payable to Rosedale Ranch Improvement District of the North Kern Water Storage District for said parcel(s).

(6) As provided for in Section 2(d) of the Rules and Regulations as amended November 18, 1997, the charges for parcels under 5 acres will be collected by the County of Kern through the property tax process during the **Fiscal 2025/2026** year, via Fund Number 60420.

The foregoing resolution being on motion of Director ___, seconded by Director ___, was authorized by the following vote:

AYES:

NOES: None

ABSENT:

ABSTAIN: None

I HEREBY CERTIFY that the foregoing resolution is the resolution of district, as duly passed and adopted on the 18th day of November 2025.

(Seal)

David Hampton, Assistant Secretary
Board of Directors
Rosedale Ranch Improvement District of the
North Kern Water Storage District

EXHIBIT “A”

No Changes

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 October 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 10/31/2025	Budget	Percent Utilized	Budget Projection
General Services 2025	2500362	\$49,739	\$50,000	99%	100%
SGMA Implementation Support 2025	2500370	\$8,867	\$10,000	89%	100%
2022 DRP Design and Bidding	2503604	\$72,839	\$175,000	42%	100%
High Speed Rail	1605740	\$295,147	\$299,324	99%	100%
WDI Phase 3 and Canal Lining	2004274	\$280,222	\$327,300	103%	100%
Calloway Canal Lining 7th Standard – 8-1 Backup Weir	2301760	\$4,860	\$25,000	19%	100%
Calloway Canal Lining CVC Intertie to Fruitvale Avenue	2301776	\$6,379	\$6,482	98%	100%
Calloway Canal Lining – CVC to KR CEQA/NEPA	2302099	\$48,786	\$50,406	97%	100%
Well Siting for Groundwater Banking	2200344	\$195,693	\$278,400	70%	90%
CM and Well Improvements for Long Term TCP	2104244	\$769,917	\$774,739	101%	100%
Landowner Groundwater Banking Program	2300158	\$25,046	\$56,050	45%	100%
2018 Return Capacity Improvements	1804180	\$63,888	\$70,000	91%	100%
Design for 2018 DRP Return Capacity	2202819	\$297,705	\$303,308	98%	100%
2020 Return Capacity Improvements	2101445	\$13,856	\$38,500	36%	100%
Construction Management Services for the 2018 and 2020 Return Capacity Project (NK 622-623)	2403400	\$237,966	\$250,565	95%	100%
2022 Return Capacity Improvements	2301770	\$9,888	\$25,000	40%	100%
Grant Applications 2024 (FY25)	2406611	\$24,413	\$40,000	61%	100%
RRID Reclamation Grant Applications FY 25	2406609	\$7,210	\$20,000	36%	50%
Young Wooldridge Program Support	2305891	\$105,951	\$247,524	43%	100%
Partnership Project Grant Administration	2501449	\$1,031	\$35,000	3%	100%
Calloway Canal Lining Fruitvale Avenue – Case Street	2501451	\$16,716	\$123,834	13%	100%
2025 AWMP Update	2505251	\$41,769	\$45,000	93%	100%

2. Active Projects

General Services 2025 (GEI Project No. 2500362)

October activity was routine, including tasks such as preparing board reports, participating in meetings, grant related correspondences, and general mapping efforts.

Upcoming Deliverables: none.

Active Task Order No.: 25-01

Budget Status: \$49,324 expended of \$50,000 budget (99%)

Budget Forecast: Budget will be expended by mid-November. A Task Order is submitted to cover expenses through the end of 2025 and 2026.

Legal Counsel Support (GEI Project No. 1611225)

No activity during the month of October.

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)

Work in October focused on coordinating fall monitoring, including water quality sampling.

Upcoming Deliverables: Assistance with reconciling well inventory records and drafting a progress report for the November board package.

Active Task Order No.: 25-02

Budget Status: \$8,867 expended of \$10,000 budget (89%)

Budget Forecast: Budget may be expended before year end. A Task Order is submitted to cover expenses through the end of 2025 and 2026.

Ag Water Management Plan Update (GEI Project No. 2505251)

Activity during October included drafting the AWMP.

Upcoming Deliverables: Incorporate demand information and submit draft to District for review.

Active Task Order No.: 25-06

Budget Status: \$41,769 expended of \$45,000 budget (93%)

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

High Speed Rail (GEI Project No. 1605740)

Invoice 86 was prepared and submitted in October.

Upcoming Deliverables: Submit invoice package 87.

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

Budget Status: \$295,147 expended of \$299,324 budget (99%)

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:

- Semi-annual grant reports were prepared and submitted and time extension requests were drafted for both Reclamation agreements.

Activities related to WDI Contract Management:

- Review of WDI construction contract documents and prepare for RFQ.

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

- No activity. This task is complete.

Upcoming Deliverables: DWR grant report due in November; WDI RFQ package.

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

Budget Status: \$280,222 expended of \$327,300 budget (103%)

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

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

The semi-annual report was prepared and submitted, and a time extension request was drafted.

Upcoming Deliverables: Grant time extension.

Active Task Order No.: 23-06

Budget Status: \$4,860 expended of \$25,000 budget (19%)

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. 2501451)

The semi-annual report was prepared and submitted, and a time extension request was drafted.

Upcoming Deliverables: Grant time extension.

Active Task Order No.: 23-08

Budget Status: \$13,264 expended of \$68,633 budget (20%)

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)

The semi-annual report was prepared and submitted. **Upcoming Deliverables:** None at this time.

Active Task Order No.: 25-04

Budget Status: \$978 expended of \$22,416 budget (4%)

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

Calloway Canal – CVC to KR CEQA/NEPA (GEI Project No. 2501451)

Activities in September included attending coordination meetings and preparing the Cultural Resources Report.

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

Active Task Order No.: 23-05

Budget Status: \$2,667 expended of \$32,786 budget (8%)

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 October.

Upcoming Deliverables: Final Well Siting Study.

Active Task Order No.: 22-03

Budget Status: \$195,693 expended of \$278,400 budget (70%)

Budget Forecast: 90%

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

Closeout documents were completed and submitted from SCI. GEI is working on final close-out and document retention.

Upcoming Deliverables:

Active Task Order No.: 21-11

Budget Status: \$764,740 expended of \$774,739 budget (101%)

Budget Forecast: Work is complete, project close out documentation and reports are pending.

Landowner Groundwater Banking Project (GEI Project No. 2300158)

No activity during the month of October.

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

Active Task Order No.: 22-13

Budget Status: \$25,046 expended of \$56,050 budget (45%)

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

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

The semi-annual report was prepared and submitted.

Upcoming Deliverables: Final grant report.

Active Task Order No.: 21-06

Budget Status: \$13,856 expended of \$38,500 budget (36%)

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 September was related to flowmeter testing and project closeout.

Upcoming Deliverables: Project closeout.

Active Task Order No.: 24-04

Budget Status: \$237,966 expended of \$250,565 budget (95%)

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)

The semi-annual report was prepared and submitted, and a time extension request was drafted.

Upcoming Deliverables: None.

Active Task Order No.: 23-07

Budget Status: \$9,888 expenditure of \$25,000 budget (40%)

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

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

Activity in October included potholing coordination, progress on 90% design, and drafting specifications.

Upcoming Deliverables: 90% plans and specifications

Active Task Order No.: 25-05

Budget Status: \$72,839 expended of \$175,000 budget (42%)

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)

The semi-annual report was prepared and submitted. Additionally, coordination with Reclamation on NEPA compliance is ongoing.

Upcoming Deliverables: NEPA documentation.

Active Task Order No.: 25-03

Budget Status: \$1,031 expended of \$35,000 budget (3%)

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.

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

An application for approximately one mile of Calloway Canal Lining from Case Street to Arrow Street was submitted in November 2024 for Reclamation's Water and Energy Efficiency Grants (WEEG) program. The budget was \$10,078,500 (\$5,000,000 federal share request and \$5,078,500 District share). Reclamation has not announced funding selections for the WEEG program yet.

Upcoming Deliverables: None at this time.

Active Task Order No.: 24-07

Budget Status: \$24,413 expended of \$40,000 budget (61%)

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

3. Closed Projects

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

This project is complete and will be closed.

Upcoming Deliverables: None.

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

Budget Status 1804180: \$63,818 expended of \$70,000 budget (91%)

Budget Status 2202819: \$297,975 expended of \$303,308 budget (98%)

Budget Forecast: These projects are 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

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 in spring 2026.
	R20AP00064	3,841 LF Calloway Canal lining, WDI 7 wells	
	4600013880	1,370 LF Calloway Canal lining	

Summary of Project Activity in October 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: 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: 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
Partnership Project 2 (Kern-Tulare Water District)	R25AP00262	Drill 1 well and associated pipeline to deliver water to FKC	\$2,000,000	\$3,600,000	May 2028
Calloway Canal Lining: Fruitvale Avenue to Case Street	R24AP00262	linear feet concrete lining	\$4,886,505	\$4,887,000	May 2028

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 7A



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

Water Orders
Operations: 33380 Cawelo Avenue
Bakersfield, CA 93308-9575
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November 10, 2025

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

FROM: David Hampton and Marinelle Duarosan

RE: 2026 District COLA Salary Range Adjustments

RECOMMENDED MOTION:

“Consider and Approve setting the District’s merit and cost of living adjustment (COLA) at 3.00% and to adjust District’s salary rate and schedules effective on December 29, 2025, beginning of the 2026 pay cycle”

DISCUSSION:

In 2016, the District migrated from an “automatic COLA” adjustment to a new system that also considers merit. For 2026 and future years, Staff proposes to continue with this approach. This “modified” system is designed to award the COLA if an employee predominantly “Meets Expectations” ratings on their performance evaluation. Lower ratings could garner adjustments less than the COLA while higher ratings could be awarded COLA plus additional merit adjustments. All compensation increases for 2026 will be maintained within the approved budget described below.

The 2026 draft Budget proposes an average 3.00% COLA salary increase or a total of \$70,795. Comparatively, for calendar year 2025, compensation was increased by a total maximum of 3.0% or approximately \$67,249.

It’s important to emphasize that while the District will maintain the total 2026 compensation increases within an approved aggregate budgeted increase, *individual employees are not guaranteed the proposed 3.0% COLA increase*. Regarding COLA, employees may receive more or less depending on individual performance, but the overall salary increase in total will aggregate to \$70,795.

Additionally, the District's salary schedules are annually reviewed and adjusted considering the corresponding annual COLA. In addition to COLA consideration, Staff evaluates the salary schedule for each District position category and considers any appropriate corrections based on salary comparison to local or regional industry standards to ensure competitive salaries and reasonable pay ranges, including the minimum wage adjustment. Staff will complete the evaluation and provide an updated Publicly Available Pay Schedule for Board approval at the December Board meeting.

The following table illustrates the primary price indices used to determine the COLA consistent with past practices. In order to make all adjustments effective January 1, the indices from October 1, 2024 to September 30, 2025 being utilized and are as follows:

	2025	2024
CPI – All Items (US) *	3.01%	2.44%
CPI –All Items (West) *	3.30%	2.07%
CPI – All Items (West Size B/C) *	3.48%	1.61%
Implicit Price Deflator **	2.46%	2.22%
Average	3.06%	2.09%

* Per U.S. Bureau of Labor Statistics (USBLS)

**Per Bureau of Labor Economic Analysis (BEA); For 2025, this index is
Not available due to the government shutdown. Therefore, index for the 1 year
Period July1, 2024 to June 30, 2025 as the latest available data were used.

Staff has historically selected the above indices as they fairly reflect local inflation. Due to potential volatility in the indices and in order to stabilize the year-to-year salary adjustments, management has averaged the two years of average indices for its 2026 recommendation. The average of the above indices, 3.06% and 2.09% is 2.58%.

Below is a table reflecting the historical average indices and approved COLA adjustments.

End of Year	Average in Indices	District COLA Change (following year)	District Merit/Promotional Change (following year)
2005	3.04%	2.50%	(1)
2006	2.41%	2.50%	(1)
2007	3.78%	3.10%	(1)
2008	0.63%	0.00%	(1)
2009	2.02%	1.50%	2.00%
2010	1.31%	1.30%	2.00%
2011	2.68%	1.65%	2.35%
2012	1.58%	2.00%	2.00%
2013	1.47%	0.90%	2.10%
2014	1.68%	2.00%	2.00%
2015	1.60%	1.50%	(2)
2016	2.33% (1.46%) ³	2.50%	(2)
2017	2.39%	2.50%	(2)
2018	2.70%	2.00%	(2)
2019	2.16%	2.50%	(2)
2020	1.53%	2.50%	(2)
2021	5.22%	2.00%	(2)
2022	7.96%	3.37% (4.37%) ⁴	(2)
2023	3.69%	4.50%	(2)
2024	2.89%	3.00%	(2)
2025	2.58%	3.00% (proposed)	(2)

(1) Not specifically defined

(2) For 2015 and beyond, the District will award increases **only** for service that meets or exceeds District expectations. COLA will not be automatically awarded. However aggregately, increases will not exceed total Board approved salary increases.

(3) Restated based on current indices due to change in USBLS reporting table revisions.

(4) For 2022, COLA was set at 3.37% but an additional 1% was included for merit increases. 4.37% total was approved by the Board.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 7B



Administration: P.O. Box 81435
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Operations: 33380 Cawelo Avenue
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November 7, 2025

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

FROM: Management Team

RE: 2026 Draft Budget

RECOMMENDED MOTION:

Information only at this time.

DISCUSSION:

Staff has evaluated the District's revenues and costs of operation for 2025, projected revenues and costs for 2026 (based on assumptions of "dry" Kern River hydrology – 40% of average Kern River runoff), and prepared a draft Budget based on these projections. The three "standard" budget exhibits attached to this memorandum show the projected 2026 operational routing (supplies, demands/sales) (Exhibit "1"), estimates of energy costs for well pumping (Exhibit "2"), and the estimated budget revenue and costs (Exhibit "3"). Also, attached is an exhibit that shows the draft 2026 Budget revenue and cost categories compared with 2023 through 2025 (Exhibit "4").

In addition to the "dry" Kern River hydrology budget, staff also prepared a "wet" Kern River hydrology (Exhibit 5- 125% of average Kern River runoff) budget scenario.

Prior to the December Board meeting, staff intends to meet with the Committee to review the proposed Budget in more detail, adjust as warranted, and present a final Budget for Board approval at the December Board meeting.

Attachments:

Exhibit "1": 2026 Routing (Water Sales and Operations Estimate) – 40% (of average)
Kern River Runoff

Exhibit "2": Energy Cost Estimates

Exhibit “3”: Estimated Budget and Cash Flow

Exhibit “4”: Draft 2026 Budget Comparison to 2023 through 2026

Exhibit “5”: 125% of the average Budget Scenario

Exhibit 1 2026 Routing - #11-07-2025 - 40% - Kern River Runoff

Water Sales and Operations Estimate

Class 1 Demands

Month	Estimated AcFt	Estimated \$/AcFt	Estimated Revenue
JAN	100	\$220.00	\$22,000
FEB	3,000	\$220.00	\$660,000
MARCH	3,500	\$220.00	\$770,000
APRIL	7,500	\$220.00	\$1,650,000
MAY	12,500	\$220.00	\$2,750,000
JUNE	15,500	\$220.00	\$3,410,000
JULY	15,500	\$220.00	\$3,410,000
AUG	10,000	\$220.00	\$2,200,000
SEPT	8,500	\$220.00	\$1,870,000
OCT	6,000	\$220.00	\$1,320,000
NOV	1,200	\$220.00	\$264,000
DEC	500	\$220.00	\$110,000
Sum	83,800		\$18,436,000

Class 2 Demands

Estimated AcFt	Cl2 % of Cl1	Estimated \$/AcFt	Estimated Revenue
100	100%	\$220.00	\$22,000
1,800	60%	\$220.00	\$396,000
2,100	60%	\$220.00	\$462,000
3,800	50%	\$220.00	\$836,000
6,300	50%	\$220.00	\$1,386,000
6,200	40%	\$220.00	\$1,364,000
6,200	40%	\$220.00	\$1,364,000
4,000	40%	\$220.00	\$880,000
3,400	40%	\$220.00	\$748,000
2,400	40%	\$220.00	\$528,000
700	60%	\$220.00	\$154,000
300	60%	\$220.00	\$66,000
37,300			\$8,206,000

Class 2 May-Oct = 28,500 acft

Operations - Estimate

+ Isabella Storage 3/1	51,088	AcFt
+ NKWSD Irrigable Entitlement after 3/1 thru 10/31	20,403	AcFt
+ NKWSD Extension Contract after 3/1 thru 10/31	15,000	AcFt
+ Produced Water after 3/1 thru 10/31	6,400	AcFt
+ KD Settlement Water after 3/1 thru 10/31	2,500	AcFt
+ NKWSD Borrow-Payback after 3/1 thru 10/31	0	AcFt
+ NKWSD COB Misc after 3/1 thru 10/31	0	AcFt
+ NKWSD KRIC after 3/1 thru 10/31	0	AcFt
+ Exchangors after 3/1 thru 10/31	0	AcFt
+ District Well Water or Other after 3/1 thru 10/31	97,308	AcFt
- Reservoir Losses 3/1 thru 12/31	9,428	AcFt
- Class 1 Demand 3/1 thru 10/31	79,000	AcFt
- Class 2 Demand 3/1 thru 10/31	34,400	AcFt
- Exchangors after 3/1	0	AcFt
- misc	0	AcFt
- Canal Losses 3/1 thru 10/31	31,600	AcFt
- Spreading 3/1 thru 10/31	0	AcFt
= Isabella Storage 12/31	22,455	AcFt
Carryover Storage Goal	20,000	AcFt
% of Goal	112%	

Assumptions:

1. 40%Yr April-July Kern River runoff
2. 40% Yr Class 1 demand
3. Class 2 as shown
4. Bond and grant projects in budget.
5. Basic contract water Included

Exchangors	Total	
	Amount	Amount after 3/1
SWID	0	0
KTRG	5,000	0
RootCreek	0	0
SSJMUD	3,000	0
MVLLC	0	0
CWD	0	0
DEID	3,000	0
ID#4	0	0
Total	11,000	0

Exhibit 2 - Energy Cost Estimates

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

Assumptions

Overall Efficiency = 60.00%

		Pumping Depth - Ft										Monthly Energy Cost	Expected PGE Cost Increase (5%)	Total Solar Savings (Incl 2025 Credits)	Est Net PGE costs (solar)	
month	use factor	CFS	available wells	wells used	avoid peak	avoid partial	AcFt	425	450	475	500					
January												\$65,000.00	\$68,250.00	(\$97,125.07)	(\$28,875.07)	
February	80%	325	100	50		0%	7,722	\$157.55	\$166.80	\$176.05	\$185.31	\$1,430,936.14	\$1,502,482.95	(\$122,158.31)	\$1,380,324.64	
March	80%	325	100	70		0%	10,811	\$157.58	\$166.83	\$176.08	\$185.33	\$2,003,611.62	\$2,213,990.84	(\$180,091.63)	\$2,033,899.21	
April	95%	308	100	70		0%	12,166	\$152.44	\$161.39	\$170.34	\$179.30	\$2,181,373.33	\$2,290,442.00	(\$203,425.10)	\$2,087,016.90	
May	95%	302	100	70	0%	0%	11,923	\$152.45	\$161.40	\$170.36	\$179.31	\$2,137,906.41	\$2,244,801.73	(\$236,654.58)	\$2,008,147.16	
June	95%	296	100	80	0%	0%	13,354	\$202.46	\$214.37	\$226.28	\$238.19	\$3,180,744.18	\$3,339,781.39	(\$246,487.17)	\$3,093,294.22	
July	95%	290	100	80	0%	0%	13,523	\$200.33	\$212.12	\$223.90	\$235.69	\$3,187,151.29	\$3,346,508.85	(\$244,129.23)	\$3,102,379.62	
Aug	95%	284	100	80	0%	0%	13,252	\$200.33	\$212.12	\$223.90	\$235.69	\$3,123,408.26	\$3,279,578.68	(\$231,801.48)	\$3,047,777.19	
Sept	90%	278	100	80	0%	0%	11,907	\$206.13	\$218.26	\$230.38	\$242.51	\$2,887,508.16	\$3,031,883.56	(\$203,862.12)	\$2,828,021.44	
Oct	80%	273	100	80	0%	0%	10,372	\$157.63	\$166.88	\$176.14	\$185.39	\$1,922,906.54	\$2,019,051.87	(\$171,956.65)	\$1,847,095.22	
Nov	70%	267	100	35		0%	4,730	\$162.23	\$171.75	\$181.28	\$190.80	\$902,440.35	\$947,562.37	(\$118,124.04)	\$829,438.33	
Dec												\$65,000.00	\$68,250.00	(\$92,307.44)	(\$24,057.44)	
								109,760					\$23,087,986.29	\$24,352,584.25	(\$2,148,122.82)	\$22,204,461.43

Average cost for season (W/O Solar) = \$221.87 /AcFt

Average cost for season (W Solar) = \$202.30 /AcFt

Exhibit 3 - Estimated Budget and Cash Flow

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

(Excluding TCP costs)

	PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	
	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	
NKWS D SUMMARY														
WATER SALES	\$26,642	\$44	\$1,056	\$1,232	\$2,486	\$4,136	\$4,774	\$4,774	\$3,080	\$2,618	\$1,848	\$418	\$176	
TRANSPORTATION	\$73	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	
BASE SERVICE CHARGES	\$10,057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,057	
OTHER REVENUE	\$21,154	\$87	\$95	\$7,215	\$329	\$85	\$87	\$3,590	\$90	\$5,255	\$90	\$4,140	\$90	
TOTAL REVENUE	\$57,926	\$137	\$1,157	\$8,453	\$2,821	\$4,227	\$4,867	\$8,370	\$3,176	\$7,879	\$1,944	\$4,564	\$10,329	
SOURCE OF SUPPLY	\$940	\$130	\$41	\$29	\$128	\$39	\$39	\$138	\$50	\$17	\$116	\$39	\$173	
WATER SUPPLY	\$4,177	\$343	\$90	\$540	\$790	\$564	\$564	\$790	\$540	\$90	\$342	\$90	(\$561)	
GROUNDWATER REPLENISHMENT	\$171	\$10	\$67	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	
DISTRICT PUMPS & WELLS	\$24,185	\$136	\$1,545	\$2,199	\$2,252	\$2,173	\$3,258	\$3,267	\$3,213	\$2,993	\$2,012	\$995	\$141	
SYSTEM OPERATIONS	\$1,369	\$114	\$114	\$114	\$114	\$115	\$114	\$114	\$114	\$115	\$114	\$114	\$114	
SYSTEM MAINTENANCE	\$1,443	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	
SYSTEM WEED CONTROL	\$839	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	
8-1 PUMPSTATION	\$514	\$2	\$47	\$47	\$47	\$47	\$47	\$47	\$47	\$47	\$47	\$47	\$47	
ADMINISTRATION	\$1,572	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	
FINANCING EXPENSES	\$9,446	\$4	\$4	\$8,080	\$4	\$4	\$0	\$0	\$0	\$1,352	\$0	\$0	\$0	
CAPITAL & WORK ORDERS	\$9,841	\$7	\$7	\$7	\$7	\$7	\$1	\$1,634	\$1,634	\$1,634	\$1,634	\$1,634	\$1,634	
WATER PLANNING	\$265	\$24	\$28	\$25	\$20	\$20	\$21	\$20	\$20	\$20	\$24	\$25	\$22	
ALLOCATED FIELD OFFICE	\$2,476	\$213	\$188	\$345	\$179	\$193	\$204	\$184	\$196	\$207	\$196	\$180	\$191	
ALLOCATED LIGHT VEHICLES	\$313	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	
ALLOCATED HEAVY EQUIPMENT	\$141	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	
ALLOCATED SYSTEM OPERATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
ALLOCATED SYSTEM MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
ALLOCATED ADMINISTRATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
ALLOCATED CAPITAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL COSTS	\$57,693	\$1,341	\$2,488	\$11,753	\$3,909	\$3,528	\$4,616	\$6,562	\$6,181	\$6,841	\$4,853	\$3,490	\$2,129	
INCREASE (DECREASE) IN FUNDS	***	\$233	(\$1,204)	(\$1,331)	(\$3,300)	(\$1,088)	\$699	\$251	\$1,807	(\$3,006)	\$1,038	(\$2,908)	\$1,074	\$8,200

Cash Balance*													
	\$6,500	\$5,296	\$3,966	\$665	(\$422)	\$277	\$528	\$2,335	(\$670)	\$367	(\$2,541)	(\$1,467)	\$6,733

* Cash Balance = MMA acct - prior month reserve + revenue from prior month - expenses from current month

** note end of month bills paid at board meeting of following month

Non-Cash Item: Depreciation Expense	\$2,154	\$179	\$179	\$179	\$180	\$180	\$180	\$179	\$179	\$179	\$180	\$180	\$180
::													

Exhibit 3 - Estimated Budget and Cash Flow

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

(Excluding TCP costs)

	PROJECTED (\$1,000'S)	JAN (\$1,000'S)	FEB (\$1,000'S)	MARCH (\$1,000'S)	APRIL (\$1,000'S)	MAY (\$1,000'S)	JUNE (\$1,000'S)	JULY (\$1,000'S)	AUGUST (\$1,000'S)	SEPT (\$1,000'S)	OCT (\$1,000'S)	NOV (\$1,000'S)	DEC (\$1,000'S)
OPERATING STATEMENT													
ROSEDALE RANCH IMPROVEMENT DISTRICT	PROJECTED (\$1,000'S)	JAN (\$1,000'S)	FEB (\$1,000'S)	MARCH (\$1,000'S)	APRIL (\$1,000'S)	MAY (\$1,000'S)	JUNE (\$1,000'S)	JULY (\$1,000'S)	AUGUST (\$1,000'S)	SEPT (\$1,000'S)	OCT (\$1,000'S)	NOV (\$1,000'S)	DEC (\$1,000'S)
RRID SUMMARY													
WATER SALES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BASE SERVICE CHARGES	\$1,626	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,626
OTHER REVENUE	\$16	\$2	\$0	\$2	\$2	\$1	\$1	\$2	\$0	\$1	\$1	\$2	\$2
TOTAL REVENUE	\$1,642	\$2	\$0	\$2	\$2	\$1	\$1	\$2	\$0	\$1	\$1	\$2	\$1,628
COSTS													
WATER SUPPLY	\$650	\$0	\$43	\$0	\$0	\$0	\$131	\$154	\$0	\$0	\$322	\$0	\$0
SYSTEM OPERATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SYSTEM MAINTENANCE	\$41	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3
SYSTEM WEED CONTROL	\$12	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
ADMINISTRATION	\$132	\$18	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$14	\$10
CAPITAL	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0
ALLOCATED FIELD OFFICE	\$221	\$19	\$17	\$31	\$16	\$17	\$18	\$16	\$17	\$18	\$17	\$16	\$17
ALLOCATED LIGHT VEHICLES	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ALLOCATED HEAVY EQUIPMENT	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COSTS	\$2,562	\$42	\$75	\$46	\$31	\$32	\$164	\$185	\$1,532	\$33	\$354	\$35	\$32
INCREASE (DECREASE) IN FUNDS	(\$920)	(\$40)	(\$75)	(\$43)	(\$29)	(\$31)	(\$163)	(\$183)	(\$1,532)	(\$32)	(\$353)	(\$33)	\$1,596

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Exhibit 3 - Estimated Budget and Cash Flow

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

(Excluding TCP costs)

		PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
		(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
OPERATING STATEMENT														
NORTH KERN WATER STORAGE DISTRICT														
NKWSD REVENUE		PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
		(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
WATER SALES														
24141-	CLASS I	\$18,436	\$22	\$660	\$770	\$1,650	\$2,750	\$3,410	\$3,410	\$2,200	\$1,870	\$1,320	\$264	\$110
24142-	CLASS II	\$8,206	\$22	\$396	\$462	\$836	\$1,386	\$1,364	\$1,364	\$880	\$748	\$528	\$154	\$66
24143-	SPECIAL CLASS 2 STANDBY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INPUT	LANDOWNER FACILITY CREDITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	MISCELLANEOUS SALES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24161-		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$26,642	\$44	\$1,056	\$1,232	\$2,486	\$4,136	\$4,774	\$4,774	\$3,080	\$2,618	\$1,848	\$418	\$176
TRANSPORTATION REVENUE														
24171-	CWD/BEARDSLEY	\$73	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6
24172-	CWD/LERDO	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24173-	RRID	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24174-	OTHER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24175-	CALLOWAY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24180-	OTHER WHEELING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$73	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6
BASE SERVICE CHARGES														
24832-	CLASS I BSC	\$5,376	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,376
24833-	CLASS II BSC	\$4,681	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,681
Subtotal		\$10,057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,057
OTHER REVENUE														
24851-	LOWER RIVER ISABELLA STORAGE RENTAL	\$1	\$0	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0
	CALIFIA DISCHARGE FEES	\$420	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35
24856-	EXCHANGE FEES (offset PG&E costs)	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250	\$0	\$1,250	\$0
24857-	KERN TULARE WD FEES (offset PG&E costs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24858-	ROOT CREEK WD FEES *	\$242	\$0	\$0	\$0	\$242	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24859-	DELANO EARLIMART ID FEES (offset PG&E costs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24859-	NEW DEBT PROCEEDS - REFI 2015 WFB BONDS	\$7,130	\$0	\$0	\$7,130	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24859-	NEW DEBT PROCEEDS - 2026 DRP/CALLY LINING	\$9,800	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500	\$0	\$3,500	\$0	\$2,800	\$0
	2018 WELL REPLACMT - UNSPENT from BSC funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24921-	INTEREST EARNED ON DEPOSITS	\$600	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
24922-	HISTR CF PENALTIES & INTEREST	\$10	\$2	\$3	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$4	\$0
24952-	HISTR CF MISC. NON-WATER SALES REVENUE	\$5	\$0	\$0	\$0	\$0	\$0	\$2	\$0	\$1	\$0	\$0	\$2	\$1
New Line	Offset Interest-26 Refi & DRP/Cally loan resv	\$415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$415	\$0	\$0	\$0
	2023 WELL REPLACEMENT COSTS - UNSPENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Unspent funds PROF. ENG. - GW BANKING & STATE BRD EIR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24961-	HISTR CF SALE OF ASSETS, proceeds from sale	\$31	\$0	\$8	\$0	\$2	\$0	\$0	\$4	\$4	\$5	\$5	\$0	\$4
Subtotal		\$21,154	\$87	\$95	\$7,215	\$329	\$85	\$87	\$3,590	\$90	\$5,255	\$90	\$4,140	\$90
TOTAL NKWSD REVENUE		\$57,926	\$137	\$1,157	\$8,453	\$2,821	\$4,227	\$4,867	\$8,370	\$3,176	\$7,879	\$1,944	\$4,564	\$10,329
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Exhibit 3 - Estimated Budget and Cash Flow

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

(Excluding TCP costs)

		PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
		(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
OPERATING STATEMENT														
NORTH KERN WATER STORAGE DISTRICT														
NKWSD DIRECT EXPENSES		PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
		(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
			3	4	5	6	7	8	9	10	11	12	13	14
SOURCE OF SUPPLY														
25111-	ISABELLA STORAGE O&M	\$144	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$144
25114-	WATERMASTER SPECIAL (Isabella protect)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25115-	FORECASTS (snow survey)	\$42	\$0	\$0	\$10	\$0	\$0	\$10	\$0	\$0	\$10	\$0	\$0	\$10
25116-	MILLER-HAGGIN JOINT (records)	\$10	\$2	\$0	\$0	\$2	\$0	\$0	\$2	\$0	\$0	\$2	\$0	\$0
25117-	WATERMASTER	\$9	\$3	\$3	(\$4)	\$4	\$3	(\$4)	\$3	\$4	(\$4)	\$3	\$3	(\$4)
25117-500	WATERMASTER-COB	\$28	\$0	\$7	\$0	\$0	\$7	\$0	\$0	\$7	\$0	\$0	\$7	\$0
25118-	CENTRAL/NORTH KERN JT (Calloway)	\$26	\$0	\$7	\$0	\$0	\$7	\$0	\$0	\$7	\$0	\$0	\$7	\$0
25118-240	CENTRAL/NK JOINT - MAINT./REPAIR	\$20	\$0	\$5	\$0	\$0	\$5	\$0	\$0	\$5	\$0	\$0	\$5	\$0
25119-	CALLOWAY RIVER WEIR	\$20	\$0	\$0	\$5	\$0	\$0	\$5	\$0	\$0	\$5	\$0	\$0	\$5
25120-	KERN RIVER/NORTH KERN JT. (Beardsley)	\$134	\$6	\$6	\$6	\$6	\$6	\$28	\$28	\$28	\$6	\$6	\$6	\$6
25121-	WEATHER MODIFICATION	\$88	\$14	\$14	\$12	\$12	\$12	\$0	\$0	\$0	\$0	\$0	\$12	\$12
25122-	CVC O&M	\$420	\$105	\$0	\$0	\$105	\$0	\$0	\$105	\$0	\$0	\$105	\$0	\$0
	MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$940	\$130	\$41	\$29	\$128	\$39	\$39	\$138	\$50	\$17	\$116	\$39	\$173
WATER SUPPLY														
25124-	EXT. CONTRACT, CITY (15,000 AF)	\$2,700	\$0	\$0	\$450	\$450	\$450	\$450	\$450	\$450	\$0	\$0	\$0	\$0
25125-	BORROW-PAYBACK, CITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25126-	MISC. WATER, CITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25130-	KRC&I CO.	\$48	\$0	\$0	\$0	\$0	\$24	\$24	\$0	\$0	\$0	\$0	\$0	\$0
25131-	PRODUCED WATER COSTS -PR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25132-	PRODUCED WATER COSTS	\$1,020	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85
	CRC - RRID REIMBURSEMENT	(\$650)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$650)
25133-	CVC & PS*A* FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25134-	MISC WATER PURCHASES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25136-	MISC EXCHANGE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25138-	PERMIT FEE POSO	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2	\$0	\$0
25139-	LEGAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	KERN DELTA SETTLEMENT	\$1,000	\$250	\$0	\$0	\$250	\$0	\$0	\$250	\$0	\$0	\$250	\$0	\$0
	PRODUCED WATER TECH SUPPPORT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	PRODUCED WATER MOU	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	PRODUCED WATER QUALITY TESTING	\$54	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5
New Line	PRODUCED WATER - Kern Water Collab	\$3	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25140-	SO.CAL.EDISON PROGRAM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$4,177	\$343	\$90	\$540	\$790	\$564	\$564	\$790	\$540	\$90	\$342	\$90	(\$561)
GROUNDWATER REPLENISHMENT														
25310-211	SALARIES	\$42	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4
25310-215	PR TAX	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25310-216	PR INS	\$10	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25310-217	PR PERS	\$8	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25310-219	MISC BENEFITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25310-220	SUPPLIES	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25310-240	MAINT. COSTS	\$26	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
25310-245	RENT	\$22	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
	UNIFORMS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25310-270	WATER RECHARGE ANNUAL FEE - SVF	\$57	\$0	\$57	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$171	\$10	\$67	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10

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Exhibit 3 - Estimated Budget and Cash Flow

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

(Excluding TCP costs)

		PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
		(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
OPERATING STATEMENT														
NORTH KERN WATER STORAGE DISTRICT														
		PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
		(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
NKWSD DIRECT EXPENSES - CONTINUED														
DISTRICT PUMPS & WELLS														
25320-211	SALARIES	\$53	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4
25320-215	PR TAXES	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25320-216	PR INS.	\$13	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25320-217	PR PERS	\$10	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25320-219	MISC BENEFITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25320-240	MAINT/REPAIR	\$1,584	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132
25320-241	WELL SERVICE (Oil and PVC Pipe)	\$253	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21
25320-250	DISTRICT WELLS - UTILITIES (excl Exchg Ptr reimb)	\$22,204	(\$29)	\$1,380	\$2,034	\$2,087	\$2,008	\$3,093	\$3,102	\$3,048	\$2,828	\$1,847	\$829	(\$24)
	SOLAR COSTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25320-223	INSURANCE	\$31	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3
	SCALE INHIBITOR	\$20	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
	OUTSIDE SERVICES (Water Samples/SGMA)	\$12	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
Subtotal		\$24,185	\$136	\$1,545	\$2,199	\$2,252	\$2,173	\$3,258	\$3,267	\$3,213	\$2,993	\$2,012	\$995	\$141
SYSTEM OPERATIONS														
25330-211	SALARIES	\$640	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53
25330-215	PR TAXES	\$51	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4
25330-216	PR INS	\$157	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13
25330-217	PR PERS	\$118	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10
25330-219	MISC BENEFITS	\$24	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
25330-220	SUPPLIES	\$28	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
25330-240	MAINT/REPAIRS	\$1	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$1	\$0	\$0	\$0
25330-250	UTILITIES	\$315	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26
	CONTINUING EDUCATION	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WASTE MANAGEMENT	\$6	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
	UNIFORMS	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25330-260	OUTSIDE SERVICES	\$26	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
Subtotal		\$1,369	\$114	\$114	\$114	\$114	\$115	\$114	\$114	\$114	\$115	\$114	\$114	\$114
SYSTEM MAINTENANCE														
25340-211	SALARIES	\$553	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46
25340-215	PR TAXES	\$44	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4
25340-216	PR INS.	\$136	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11
25340-217	PR PERS	\$102	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$9
25340-219	MISC BENEFITS	\$8	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25340-220	SUPPLIES	\$42	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4
25340-240	MAINT/REPAIRS	\$505	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42	\$42
	UNIFORMS	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	EQUIP RENT	\$31	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3
	OUTSIDE SERVICES	\$19	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
Subtotal		\$1,443	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120

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Exhibit 3 - Estimated Budget and Cash Flow

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

(Excluding TCP costs)

	PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)

OPERATING STATEMENT

NORTH KERN WATER STORAGE DISTRICT

NKWS D DIRECT EXPENSES - CONTINUED

SYSTEM WEED CONTROL

25360-211	SALARIES	\$127	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11
25360-215	PR TAXES	\$10	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25360-216	PR INS.	\$31	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3
25360-217	PR PERS	\$23	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
25360-219	MISC BENEFITS	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25360-220	SUPPLIES	\$18	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
25360-221	CONTRACT LABOR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25360-223	AGRI CHEMICALS AQUATIC	\$420	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35
25360-224	AGRI CHEMICALS OTHER	\$185	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15
25360-240	MAINT/REPAIRS	\$8	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
	UNIFORMS	\$11	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25360-245	EQUIP RENTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$839	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70

8-1 PUMPSTATION

25380-	8-1 PUMPSTATION OM&R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25380-211	8-1 PUMPSTATION OM&R-SALARIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25380-215	8-1 PUMPSTATION OM&R-PR TAXES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25380-216	8-1 PUMPSTATION OM&R-PR INS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25380-217	8-1 PUMPSTATION OM&R-PERS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25380-219	8-1 PUMPSTATION OM&R-MISC BENE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25380-240	8-1 OM&R-OUTSIDE MAINT/REPAIRS	\$24	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
25380-245	8-1 OM&R-CWD MAINT/REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25380-250	8-1 OM&R-UTILITIES	\$490	\$0	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45
25380-500	8-1 OM&R- CWD REIMBURSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$514	\$2	\$47	\$47	\$47	\$47	\$47	\$47	\$47	\$47	\$47	\$47

OPERATING STATEMENT

NORTH KERN WATER STORAGE DISTRICT

ADMINISTRATION - DIRECT

	PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
25601-	MISC DIRECT EXPENSE (ie: Travel Exp)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25617-	BASIC CONTRACT LITIGATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25610-	WATER USE PROTECT - ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25611-	PAYROLL TAX	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25615-	LEGAL COUNSEL	\$960	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80
25616-	LEGAL COUNSEL CONFIDENTIAL	\$420	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$35
25620-	PROF. ENGINEERING DIRECT	\$120	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10
25621-	PROF. ENG. - GW BANKING	\$12	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25621-01	PROF. ENG. - STATE BRD EIR	\$60	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5
25625-	ACCOUNTING SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$1,572	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131

Exhibit 3 - Estimated Budget and Cash Flow

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

(Excluding TCP costs)

		PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
		(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
FINANCING EXPENSES														
	VRB/TCB 2010 BONDS REFI+WELL CONSTR-Principal	\$425	\$0	\$0	\$213	\$0	\$0	\$0	\$0	\$0	\$213	\$0	\$0	\$0
	VRB/TCB 2010 BONDS REFI+WELL CONSTR-Interest	\$217	\$0	\$0	\$110	\$0	\$0	\$0	\$0	\$0	\$107	\$0	\$0	\$0
	PG&E LOAN REPAYMENTS - (Principal)	\$18	\$4	\$4	\$4	\$4	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	2015 WATER BONDS-PAY OFF	\$7,130	\$0	\$0	\$7,130	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	2026 NEW LOAN (INT PYMTS)-Refi & D RP/Cally Lining	\$415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$415	\$0	\$0	\$0
	2015 BOND FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25711-	2024 TCB WELLS / CALLY LINING (Interest)	\$453	\$0	\$0	\$230	\$0	\$0	\$0	\$0	\$0	\$223	\$0	\$0	\$0
25711-02	2024 TCB WELLS / CALLY LINING (Principal)	\$500	\$0	\$0	\$250	\$0	\$0	\$0	\$0	\$0	\$250	\$0	\$0	\$0
25712-	2022 TCP FINANCING WITH TCB-Interest)	\$288	\$0	\$0	\$144	\$0	\$0	\$0	\$0	\$0	\$144	\$0	\$0	\$0
	Subtotal	\$9,446	\$4	\$4	\$8,080	\$4	\$4	\$0	\$0	\$0	\$1,352	\$0	\$0	\$0
TOTAL DIRECT EXPENSES		\$44,143	\$1,057	\$2,181	\$11,292	\$3,618	\$3,225	\$4,306	\$4,640	\$4,247	\$4,896	\$2,914	\$1,568	\$198
CAPITAL											\$64			
											\$120			
25801-	METERS, GATES & TURNOUTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25802-	WEIRS & STRUCTURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25915-*	CRC PIPELINE COSTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	18 & '20 WELL REPLACEMENT COSTS (DRP), net grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25810-	2024 CANAL LINING PROJECT, net of grant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25810-100	2018 WELL REPLACENT - UNSPENT from BSC funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25810-200	REPLACEMENT WELLS (Wells 7-10) - 2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WORK ORDERS														
25833-	GRANT APPLICATIONS	\$66	\$6	\$6	\$6	\$6	\$6	\$0	\$6	\$6	\$6	\$6	\$6	\$6
25835-	GROUNDWATER ASSISTANCE PROGRAM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25826-	8-17 CALLOWAY CROSSING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25904-297	SURFACE RECHARGE SITES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25839-	CALLOWAY LINING PROJECT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25841-	WATER SUPPLY PROGRAM - SVF	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25847-	CT-1 LINING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25898-	FRIANT TURNOUT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25870-	SWID NORTH INTERCONNECTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25856-	SWID NORTH PUMP STATION (BILLING)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25920-	SWID - North Mods	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	CALLOWAY LINING AND WELL TELEMETRY, net grant	\$4,360	\$0	\$0	\$0	\$0	\$0	\$0	\$727	\$727	\$727	\$727	\$727	\$727
	CALLOWAY LINING AND WELL TELEMETRY, net grant	\$5,400	\$0	\$0	\$0	\$0	\$0	\$0	\$900	\$900	\$900	\$900	\$900	\$900
	POSO CREEK IRWMP	\$15	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25849-	SCADA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Subtotal	\$9,841	\$7	\$7	\$7	\$7	\$7	\$1	\$1,634	\$1,634	\$1,634	\$1,634	\$1,634	\$1,634
CAPITAL & WORK ORDERS		\$9,841	\$7	\$7	\$7	\$7	\$7	\$1	\$1,634	\$1,634	\$1,634	\$1,634	\$1,634	\$1,634
WATER PLANNING														
	KERN FAN MONITORING	\$1	\$0	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0
	NCK GSA	\$168	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14
	MILLER HAGGIN GW GRP - BVVSD	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	GSP / GSP ANNUAL REPORT	\$14	\$4	\$8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2
	LAND IQ E.T. PROGRAM	\$56	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5
	SGMA PMA-LANDOWNER WELL METERS	\$12	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
	SGMA MONITORING AND REPORTING	\$14	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$4	\$5	\$0
	Subtotal	\$265	\$24	\$28	\$25	\$20	\$20	\$21	\$20	\$20	\$20	\$24	\$25	\$22

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Exhibit 3 - Estimated Budget and Cash Flow

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

(Excluding TCP costs)

			PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
			(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
OPERATING STATEMENT															
ROSEDALE RANCH IMPROVEMENT DISTRICT															
			PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
			(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
WATER SALES															
34141-	HISTR CF	WATER SALES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BASE SERVICE CHARGES															
34832-	HISTR CF	ADM/PROJECT BSC	\$1,626	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,626
34832-01		PROP 218 - 2020 UNSPENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER REVENUE															
34921-	HISTR CF	INTEREST EARNED	\$15	\$2	\$0	\$2	\$2	\$1	\$1	\$2	\$0	\$1	\$1	\$2	\$2
34922-	HISTR CF	PENALTIES & INTEREST	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal			\$16	\$2	\$0	\$2	\$2	\$1	\$1	\$2	\$0	\$1	\$1	\$2	\$2
TOTAL RRID REVENUE			\$1,642	\$2	\$0	\$2	\$2	\$1	\$1	\$2	\$0	\$1	\$1	\$2	\$1,628
RRID DIRECT EXPENSES															
WATER SUPPLY															
35126-	HISTR CF	MISC. CONTRACT, CITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35134-	HISTR CF	MISC. WATER, PURCHASES	\$650	\$0	\$43	\$0	\$0	\$0	\$131	\$154	\$0	\$0	\$322	\$0	\$0
Subtotal			\$650	\$0	\$43	\$0	\$0	\$0	\$131	\$154	\$0	\$0	\$322	\$0	\$0
SYSTEM OPERATION															
35330-211		SALARIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35330-215		PR TAXES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35330-216		PR INS.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35330-217		PR PERS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35330-219		MISC BENEFITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35330-220	HISTR CF	UTILITIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35330-240	HISTR CF	MAINT/REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Exhibit 3 - Estimated Budget and Cash Flow

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

(Excluding TCP costs)

			PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
			(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
OPERATING STATEMENT															
ROSEDALE RANCH IMPROVEMENT DISTRICT															
			PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
			(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
EXPENSES CONTINUED															
SYSTEM MAINTENANCE															
35340-211		SALARIES	\$27	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
35340-215		PR TAXES	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35340-216		PR INS.	\$7	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
35340-217		PR PERS	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35340-219		MISC BENEFITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35340-220		SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35340-240		MAINT/REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35340-245		EQUIP RENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal			\$41	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3
SYSTEM WEED CONTROL															
35360-211		SALARIES	\$8	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
35360-215		PR TAXES	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35360-216		PR INS.	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35360-217		PR PERS	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35360-219		MISC BENEFITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35360-220		SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35360-221		CONTRACT LABOR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35360-223	HISTR CF	AGRI CHEMICALS AQUATIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35360-224	HISTR CF	AGRI CHEMICALS OTHER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35360-240		MAINT/REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35360-220		SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal			\$12	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
ADMINISTRATION - DIRECT															
35600-230	HISTR CF	ADM - OFFICE EXPENCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35615-000		LEGAL COUNSEL CONFIDENTIAL	\$60	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5
35615-	HISTR CF	LEGAL COUNSEL	\$12	\$8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4	\$0
6210		PROF. ENGINEERING	\$24	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
7300		GRANTS APPLICATION	\$36	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3
35625-	HISTR CF	ACCOUNTING SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal			\$132	\$18	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$14	\$10
TOTAL DIRECT EXPENSES			\$186	\$23	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$18	\$14
DIRECT CAPITAL															
35801-	HISTR CF	METERS, GATES & TURNOUTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35802-	HISTR CF	WEIRS & STRUCTURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAND ACQUISITION			\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0
Subtotal			\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0

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Exhibit 3 - Estimated Budget and Cash Flow

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

(Excluding TCP costs)

		PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
		(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
OPERATING STATEMENT														
NORTH KERN WATER STORAGE DISTRICT		PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
		(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
ALLOCATED EXPENSES														
FIELD OFFICE														
25400-211	SALARIES	\$1,160	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97	\$97
25400-215	PR TAXES	\$92	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8
25400-216	PR INS	\$285	\$24	\$24	\$24	\$24	\$24	\$24	\$24	\$24	\$24	\$24	\$24	\$24
25400-217	PR PERS	\$214	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18	\$18
25400-218	WORKER'S COMP	\$90	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8
25400-219	MISC BENEFITS (HSA/FSA)	\$10	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25400-200	EMPLOYEE SAFETY BOOTS	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	PROFESSIONAL SERVICES- FINC AUDIT	\$51	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17	\$17	\$17	\$0	\$0
	COMPUTER LICENSE (STORM / GIS)	\$36	\$2	\$10	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
	COMPUTER SERVICES (ABM / ACCTG SOFTWARE)	\$113	\$9	\$9	\$9	\$9	\$9	\$9	\$9	\$10	\$10	\$10	\$10	\$10
	UTILITIES POWER	\$29	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
	UTILITES GAS	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	BANK CHARGES	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	DIRECTORS	\$6	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
	MEMBERSHIPS DUES (ACWA)	\$27	\$27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	EMPLOYEE BENEFITS MISC	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	FIRST AID	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LICENSES (KC & LAFCO)	\$8	\$0	\$0	\$0	\$0	\$0	\$8	\$0	\$0	\$0	\$0	\$0	\$0
	RENT EXPENSE (TOWER LEASE)	\$4	\$0	\$0	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	MEALS	\$13	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
	VEHICLE PURCHASES, gross amount	\$161	\$0	\$0	\$161	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25400-270	CAPITAL PURCHASES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Not In Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Not In Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Not In Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25400-222	SMALL TOOLS	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25400-223	INSURANCE	\$84	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7
25400-230	OFFICE SUPPLIES	\$40	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3
25400-231	COMPUTER SUPPLIES / MAINT	\$6	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25110-	EDUCATION / SEMINARS (Incl Notary)	\$8	\$2	\$0	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25400-243	OUTSIDE SERVICES (Incl COB Hydrographics)	\$96	\$4	\$4	\$16	\$4	\$4	\$16	\$4	\$4	\$16	\$4	\$4	\$16
25400-250	UTILITIES OTHER (ALARM & WATER)	\$9	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25400-251	PHONES, INTERNET, SCADA	\$34	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3
25400-260	OTHER OUTSIDE SERVICES	\$30	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3
25400-261	TRAVEL EXPENSE	\$3	\$1	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25400-224	MEDICAL / OCCUPATIONAL TESTING	\$6	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
	Not In Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25123-	PROPERTY TAXES, BEARDSLEY + WELL SITES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25400-295	SAFETY PROGRAM	\$27	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2
25400-290	MEMBERSHIPS / ASSOCIATIONS	\$40	\$8	\$2	\$1	\$0	\$15	\$7	\$6	\$1	\$0	\$1	\$0	\$0
	Subtotal	\$2,697	\$232	\$204	\$375	\$195	\$210	\$222	\$201	\$214	\$225	\$214	\$196	\$208
91.82% 2023 Rate	Allocated to NKWSD	\$2,476	\$213	\$188	\$345	\$179	\$193	\$204	\$184	\$196	\$207	\$196	\$180	\$191
8.2%	Allocated to RRID	\$221	\$19	\$17	\$31	\$16	\$17	\$18	\$16	\$17	\$18	\$17	\$16	\$17

Exhibit 3 - Estimated Budget and Cash Flow

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

(Excluding TCP costs)

		PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
		(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
LIGHT VEHICLES														
25401-223	LT. VEH - INSURANCE	\$48	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4
25401-225	EQUIP COSTS	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25401-242	FUEL/OIL	\$187	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16
25401-243	OUTSIDE REPAIRS	\$70	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6
25401-244	SUPPLIES	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	GPS	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25401-245	LT. VEH - EQUIP RENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$316	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26
99.01%	2023 Rate	\$313	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26	\$26
1.0%	Allocated to RRID	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
::														
OPERATING STATEMENT														
NORTH KERN WATER STORAGE DISTRICT														
		PROJECTED	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC
		(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)	(\$1,000'S)
ALLOCATED EXPENSES - CONTINUED														
HEAVY EQUIPMENT														
25402-242	FUEL/OIL	\$66	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6
25402-243	OUTSIDE REPAIRS	\$50	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4
25402-244	SUPPLIES	\$10	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
	NEW EQUIPMENT PURCHASE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	INSURANCE	\$13	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1
25402-245	RENTAL COSTS	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$143	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12
98.45%	2023 Rate	\$141	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12
1.6%	Allocated to RRID	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Exhibit 3 - Estimated Budget and Cash Flow

2026 Routing - #11-07-2025 - 40% - Kern River Runoff

(Excluding TCP costs)

	PROJECTED (\$1,000'S)	JAN (\$1,000'S)	FEB (\$1,000'S)	MARCH (\$1,000'S)	APRIL (\$1,000'S)	MAY (\$1,000'S)	JUNE (\$1,000'S)	JULY (\$1,000'S)	AUGUST (\$1,000'S)	SEPT (\$1,000'S)	OCT (\$1,000'S)	NOV (\$1,000'S)	DEC (\$1,000'S)
TOTAL ALLOCATED EXPENSES	\$3,156	\$271	\$243	\$414	\$233	\$248	\$261	\$239	\$252	\$264	\$252	\$234	\$247
Allocated to NKWSD	\$2,930	\$251	\$225	\$383	\$217	\$230	\$242	\$222	\$234	\$245	\$234	\$218	\$229
Allocated to RRID	\$226	\$19	\$17	\$31	\$16	\$18	\$19	\$17	\$18	\$19	\$18	\$16	\$17

EXHIBIT 4

**NORTH KERN WATER STORAGE DISTRICT
2026 DRAFT BUDGET - COST COMPARISON
40 % average Kern River Flow**

	2023 Actual	2024 Actual	2025 ESTIMATED	2026 BUDGET
REVENUE				
Water Sales (Tolls)	15,699,948	14,214,251	26,970,265	26,642,000
Transportation	469,414	293,926	124,342	73,000
Base Service Charges	9,210,906	9,762,537	10,082,496	10,057,000
Other Revenue	3,051,606	4,403,022	4,216,578	21,154,000
Total Revenue	<u>28,431,874</u>	<u>28,673,736</u>	<u>41,393,681</u>	<u>57,926,000</u>
COSTS				
Water Supply	7,132,472	5,095,133	6,206,226	5,117,000
Groundwater Replenishment	92,751	78,021	583,205	171,000
District Pumps & Wells	1,391,092	3,088,411	11,853,013	24,185,000
System Operations	1,307,111	1,450,225	1,300,879	1,369,000
System Maintenance	805,354	1,291,930	872,837	1,443,000
System Weed Control	822,434	826,222	910,823	839,000
8-1 Pumpstation	241,603	128,938	43,311	514,000
Administration - Direct (w/o TCP)	1,282,311	1,388,195	1,328,640	1,572,000
Water Planning	855,966	33,749	125,450	265,000
Allocated Light Vehicles	269,656	275,659	265,724	313,000
Allocated Heavy Equipment	184,348	146,112	107,000	141,000
Allocated System Operations	5,501	11,375	4,935	-
Allocated System Maintenance	105,238	168,523	212,621	-
Allocated Administration (w/o TCP)	1,247,285	1,681,485	1,969,691	2,476,000
Allocated Capital	-	-	-	-
Total Costs	<u>15,743,122</u>	<u>15,663,978</u>	<u>25,784,355</u>	<u>38,405,000</u>
CHANGE IN FUNDS FROM OPERATIONS	12,688,752	13,009,758	15,609,326	19,521,000
NON OPERATING BUDGETS				
Capital & Work Order *	(1,051,802)	(8,142,413)	(5,042,950)	(9,841,000)
Debt Service (P&I)	<u>(2,292,535)</u>	<u>(2,070,417)</u>	<u>(2,343,542)</u>	<u>(9,446,000)</u>
NET CHANGE IN FUNDS	<u>9,344,415</u>	<u>2,796,928</u>	<u>8,222,834</u>	<u>234,000</u>
POTENTIAL TRANSFER TO RESERVE FUNDS				<u>200,000</u>

* Net of Grant Reimbursements and exclusive of TCP costs

EXHIBIT 5

Exhibit 1 2026 Routing - #11-07-2025 - 125% - Kern River Runoff

Water Sales and Operations Estimate

Class 1 Demands				Class 2 Demands			
Month	Estimated AcFt	Estimated \$/AcFt	Estimated Revenue	Estimated AcFt	Cl2 % of Cl1	Estimated \$/AcFt	Estimated Revenue
JAN	100	\$40.00	\$4,000	100	100%	\$40.00	\$4,000
FEB	3,000	\$40.00	\$120,000	2,300	75%	\$40.00	\$92,000
MARCH	3,500	\$40.00	\$140,000	2,100	60%	\$40.00	\$84,000
APRIL	7,500	\$40.00	\$300,000	4,500	60%	\$40.00	\$180,000
MAY	12,500	\$40.00	\$500,000	7,500	60%	\$40.00	\$300,000
JUNE	15,500	\$40.00	\$620,000	9,300	60%	\$40.00	\$372,000
JULY	15,500	\$40.00	\$620,000	9,300	60%	\$40.00	\$372,000
AUG	10,000	\$40.00	\$400,000	6,000	60%	\$40.00	\$240,000
SEPT	8,500	\$40.00	\$340,000	5,100	60%	\$40.00	\$204,000
OCT	6,000	\$40.00	\$240,000	3,600	60%	\$40.00	\$144,000
NOV	1,200	\$40.00	\$48,000	900	75%	\$40.00	\$36,000
DEC	500	\$40.00	\$20,000	400	75%	\$40.00	\$16,000
Sum	83,800		\$3,352,000	51,100			\$2,044,000

Class 2 May-Oct = 40,800 acft

Operations - Estimate		
+ Isabella Storage 3/1		40,529 AcFt
+ NKWSD Irrigable Entitlement after 3/1 thru 10/31		147,826 AcFt
+ NKWSD Extension Contract after 3/1 thru 10/31		20,000 AcFt
+ Produced Water after 3/1 thru 10/31		0 AcFt
+ KD Settlement Water after 3/1 thru 10/31		12,500 AcFt
+ NKWSD Borrow-Payback after 3/1 thru 10/31		0 AcFt
+ NKWSD COB Misc after 3/1 thru 10/31		0 AcFt
+ NKWSD KRIC after 3/1 thru 10/31		0 AcFt
+ Exchangors after 3/1 thru 10/31		0 AcFt
+ District Well Water or Other after 3/1 thru 10/31		7,934 AcFt
- Reservoir Losses 3/1 thru 12/31		9,428 AcFt
- Class 1 Demand 3/1 thru 10/31		79,000 AcFt
- Class 2 Demand 3/1 thru 10/31		47,400 AcFt
- Exchangors after 3/1		0 AcFt
- misc		0 AcFt
- Canal Losses 3/1 thru 10/31		31,600 AcFt
- Spreading 3/1 thru 10/31		0 AcFt
= Isabella Storage 12/31		42,126 AcFt
Carryover Storage Goal		43,000 AcFt
% of Goal		98%

Assumptions:

1. 125%Yr April-July Kern River runoff
2. 125% Yr Class 1 demand
3. Class 2 as shown
4. Bond and grant projects in budget.
5. Basic contract water Included

Exchangors	Total	
	Amount	Amount after 3/1
SWID	0	0
KTRG	0	0
RootCreek	0	0
SSJMUD	0	0
MVLLC	0	0
CWD	0	0
DEID	0	0
ID#4	0	0
Total	0	0

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 8A



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

November 10, 2025

TO: ENGINEERING COMMITTEE
Director Ackerknecht and Mitchell, Alternate Andrew

FROM: Davind Hampton and Ram Venkatesan

RE: Approve 8-31 Pipeline Crossing Agreement with the Union Pacific Railroad Company

RECOMMENDED MOTION:

“Authorize the General Manager to execute the Pipeline Crossing Agreement with the Union Pacific Railroad Company for the District’s 8-31 pipeline.”

DISCUSSION:

In 1998, the District entered into a Pipeline Crossing Agreement with Union Pacific Railroad Company (UP) for the construction of the 8-31 pipeline beneath the railroad tracks. UP has recently begun work on a bridge project that conflicts with the existing 8-31 pipeline.

UP requested that the District relocate the pipeline to accommodate their project. In response, the District coordinated with UP to move the pipeline and install new casings and pipelines beneath the tracks that no longer conflict with the bridge construction.

Exhibit “A” is the new Pipeline Crossing Agreement that UP is requesting the District execute for the relocated 8-31 pipeline. Staff and Counsel have reviewed the agreement and determined it to be acceptable.

Staff recommends Board approval authorizing the General Manager to execute the Pipeline Crossing Agreement with Union Pacific Railroad Company for the District’s 8-31 pipeline.
Attachments:

Exhibit “A” – Pipeline Crossing Agreement with UP.



October 28, 2025
Project: 0190313

NORTH KERN WATER STORAGE DISTRICT

Re: Proposed One Underground 24 Inch Water Pipeline Pipeline Crossing of Railroad Property at Mile Post 291.15 on the Fresno Subdivision at or near Famoso, Kern County, California.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at tleddy@up.com.

Sincerely,

Mark R Mentele
Sr Manager - Real Estate

PIPELINE CROSSING AGREEMENT

Mile Post: 291.15, Fresno Subdivision
Location: Famoso, Kern County, California

THIS AGREEMENT (“Agreement”) is made and entered into as of _____, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **NORTH KERN WATER STORAGE DISTRICT**, a California Political Subdivision to be addressed at 33380 Cawelo Avenue, Bakersfield, CA 93308 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one underground 24 inch water pipeline only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Famoso, Kern County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated October 28, 2025, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one underground 24 inch water pipeline, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 3. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 4. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 5. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 6. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 7. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 8. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 9. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 10. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensors: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0190313)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: NORTH KERN WATER STORAGE DISTRICT
33380 Cawelo Avenue
Bakersfield, CA 93308

Article 11. AGREEMENT TO SUPERSEDE

This Agreement shall cancel and supersede the Original Agreement dated January 6, 1998 and identified as Audit No. 202923 and shall take effect as of the Effective Date first herein written. The Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the pipeline crossing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

**NORTH KERN WATER STORAGE
DISTRICT**

By: _____

By: _____

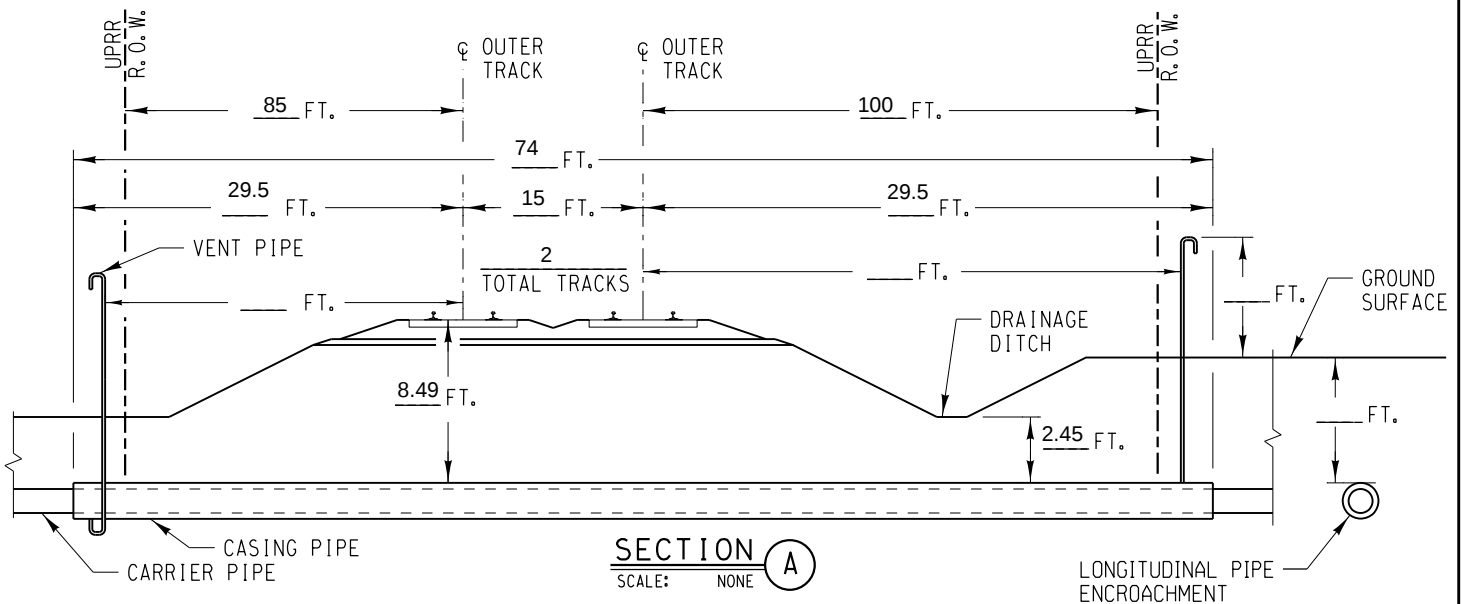
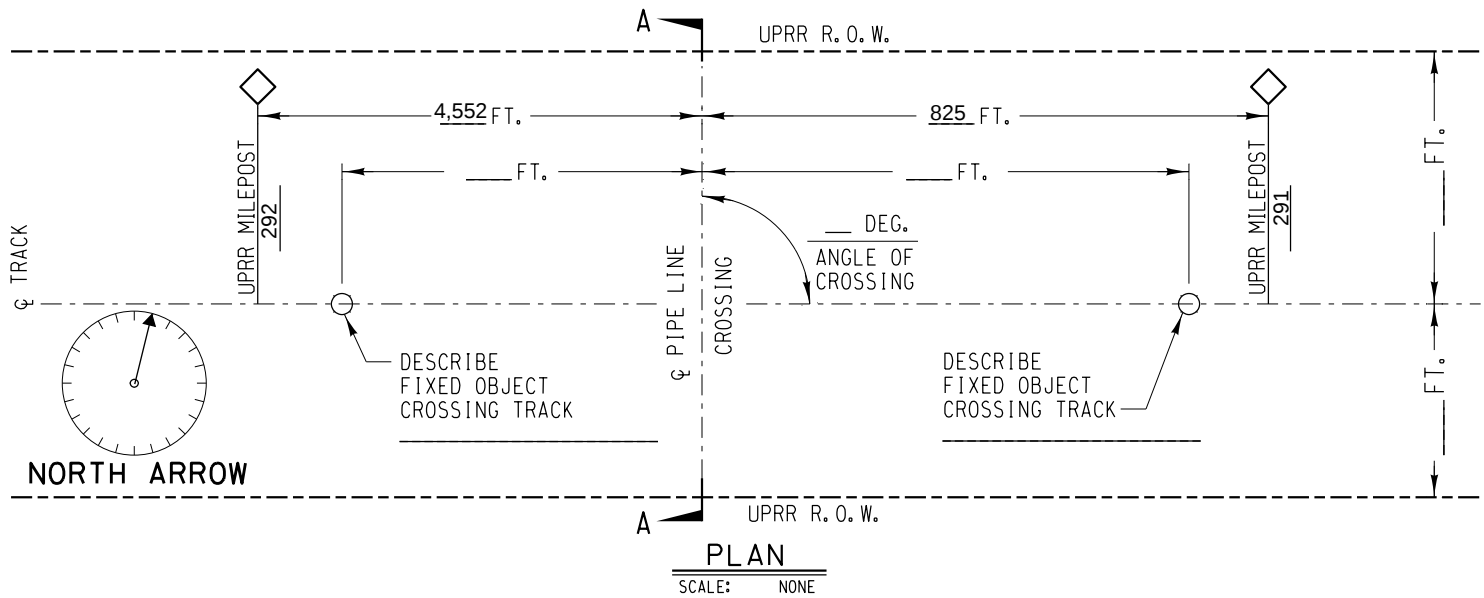
Mark R Mentele
Sr Manager – Real Estate

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☐ CROSSING
☐ ENCROACHMENT
☒ BOTH



NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.3.

- A) METHOD OF INSTALLATION Jack and Bore
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT 35
- C) SIGNS PROVIDED? Yes
- D) CARRIER MATERIAL DR25 C900 PVC. IF RCP, CLASS V?
COMMODITY TO BE CONVEYED Water (Irrigation).
OPERATIONAL PRESSURE 165 PSI. MAOP PSI.
WALL THICKNESS (INCH)/ SCHEDULE . DIAMETER 24 IN.
CATHODIC/COATING PROTECTION
- E) CASING MATERIAL Steel. IF RCP, CLASS V?
TOTAL LENGTH CASING PIPE: 74 FT.
WALL THICKNESS 9/16 IN. DIAMETER 36 IN.
CATHODIC/COATING PROTECTION
CASING PIPE IS Open AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES AND .



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: FRESNO

TRACK TYPE: Main

M.P.: 291.15

LAT.: 35°37'9.26"N

E.S.M.:

LONG.: 119°12'46.44"W

NEAREST CITY:
McFarland

COUNTY:
Kern

STATE:
CA

APPLICANT: North Kern Water Storage District

FILE NO.: 0190313

DATE: 10/28/2025

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensors has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensors Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensors Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensors shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensors will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensors, including but not limited to flagging, Licensors shall bill Licensee for such expenses incurred by Licensors, unless Licensors and a federal, state, or local governmental entity have agreed that Licensors is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensors and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensors performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensors and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensors will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensors is required to pay the flaggers and which could not reasonably be avoided by Licensors by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensors to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensors a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensors, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensors, then Licensee shall pay to Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensors as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensors shall have the right, if it so elects, to provide any Safety Measures Licensors deems necessary for the safety of Licensors' operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensors provides such Safety Measures, Licensors shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensors the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensors' safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensors may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensors and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensors in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensors property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensors as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensors as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensors and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensors or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensors from Licensee or any third party will not be limited by the amount of the required insurance coverage.

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 9A1

Memo

To: North Kern Water Storage District
From: Stephanie Hearn
Date: November 12, 2025
Re: SGMA Implementation Progress Report
 Project No. 2500370

Background

This report focuses on recent water level measurements (Fall 2025) and compliance with the Kern Subbasin 2025 Groundwater Sustainability Plan (GSP). The Kern Subbasin GSAs are complying with the revised Sustainable Management Criteria (SMCs): groundwater level Minimum Thresholds (MT) – or the elevation that triggers corrective actions – and Measurable Objectives (MO) – the goal elevation when the Subbasin achieves sustainability. North Kern has eight Representative Monitoring Wells for Groundwater Levels (RMW-GWL) across the district. Compared to Spring 2025, average water levels are 17 feet lower across the old district and 2 feet higher across Rosedale Ranch Irrigation District (RRID). Water Quality sample results are also included in this report compared against the MTs, and an assessment of the relationship between groundwater levels and quality. North Kern has identified two for RMW-WQ.

Evaluating SMCs may get a little confusing since a GSP was adopted in 2024 and 2025, and the adoption timeframes bifurcate water years and compliance reporting. Spring 2025 data referenced in this report are compared against the 2024 GSP, which covers all of Water Year (WY) 2025 (October 1, 2024, through September 30, 2025). Data collected during the Fall monitoring period (which starts WY 2026) will be compared against the 2025 GSP. Implementation procedures, such as notifying well owners of GWL and GWQ exceedances, will be implemented with the Spring 2026 data.

Fall Groundwater Levels

Fall water level measurements were collected in October 2025. Hydrograph trends show water levels are mostly stable since 2023, with a slight decline in elevation in the central and southern portions of the district.. **Table 1** presents a summary of water level measurements, seasonal changes in each well, and historic lows. Hydrographs with water level trends, the MT and MO, and 2025 MTs are attached for all SGMA representative wells.

Table 1. SGMA Monitoring Network Wells Seasonal Water Level Change

Well	Depth to Water (feet bgs)				Fall to Spring Seasonal Change	2024 - 2025 Spring Changes	Historic Low	
	Spring 2024	Fall 2024	Spring 2025	Fall 2025			Depth (bgs)	Year
99-22-084	355	375	356	374	-18	-1	419	2022
88-29-014	392	396	386	404	-18	8	472	2015
88-21-005	422	427	420	447	-27	20	500	2022
99-00-081	388	404	400	409	-9	5	443	2022
88-09-009	407	409	406	434	-28	25	456	2015

Well	Depth to Water (feet bgs)				Fall to Spring Seasonal Change	2024 - 2025 Spring Changes	Historic Low	
	Spring 2024	Fall 2024	Spring 2025	Fall 2025			Depth (bgs)	Year
Shafter 18	367	377	369	369	0	-8	399	2022
88-03-009R	379	383	389	411	-22	28	435	2022
99-00-003	282	281	284	302	-18	21	326	2015
RRID 3361-62	320	316	313	313	0	-3	321	2023
RRID DW097	278	275	272	268	4	-7	291	2018

Groundwater Quality Sampling

Water quality samples were collected from two North Kern RMWs: 88-29-014 and Shafter Well 18. **Table 2** presents a summary of the sample results for each constituent compared to the Water Quality Objective (WQO) as defined in the Tulare Lake Basin Plan and the 2025 MT for each well and constituent. Groundwater quality MTs are set at the WQO unless baseline conditions demonstrate the constituent of concern exceeded the WQO prior to SGMA (2014).

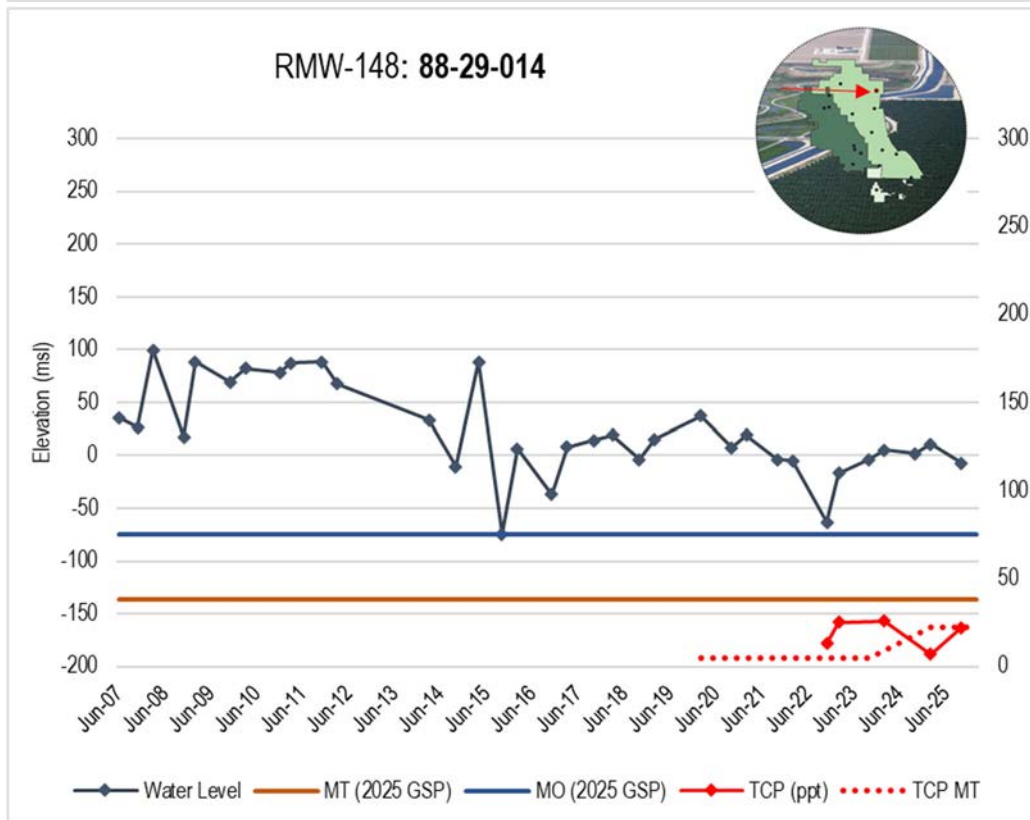
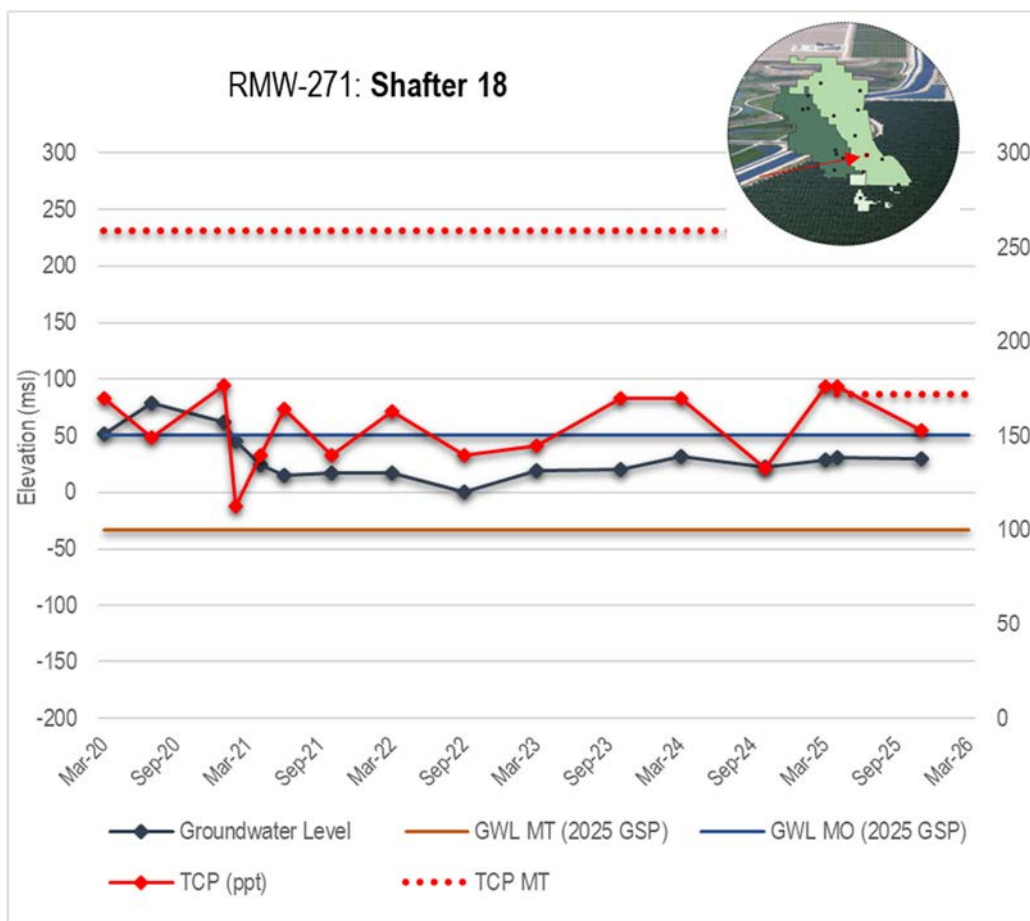
- Since Well 88-29-014 meets all water quality standards, except TCP, the MTs are set at the WQO. Fall sample results are below the WQO and MT for all constituents, except TCP which is at the MT (refer to Table 2).
- Unfiltered water from Shafter Well 18 exceeds the WQO for TCP and TDS; subsequently, the MTs are set at the 80th percentile value of all available data. As shown in Table 2, TCP concentrations for the fall monitoring period are below the MT and TDS is marginally above the MT.

Table 2. SGMA Monitoring Results for Water Quality Constituents of Concern

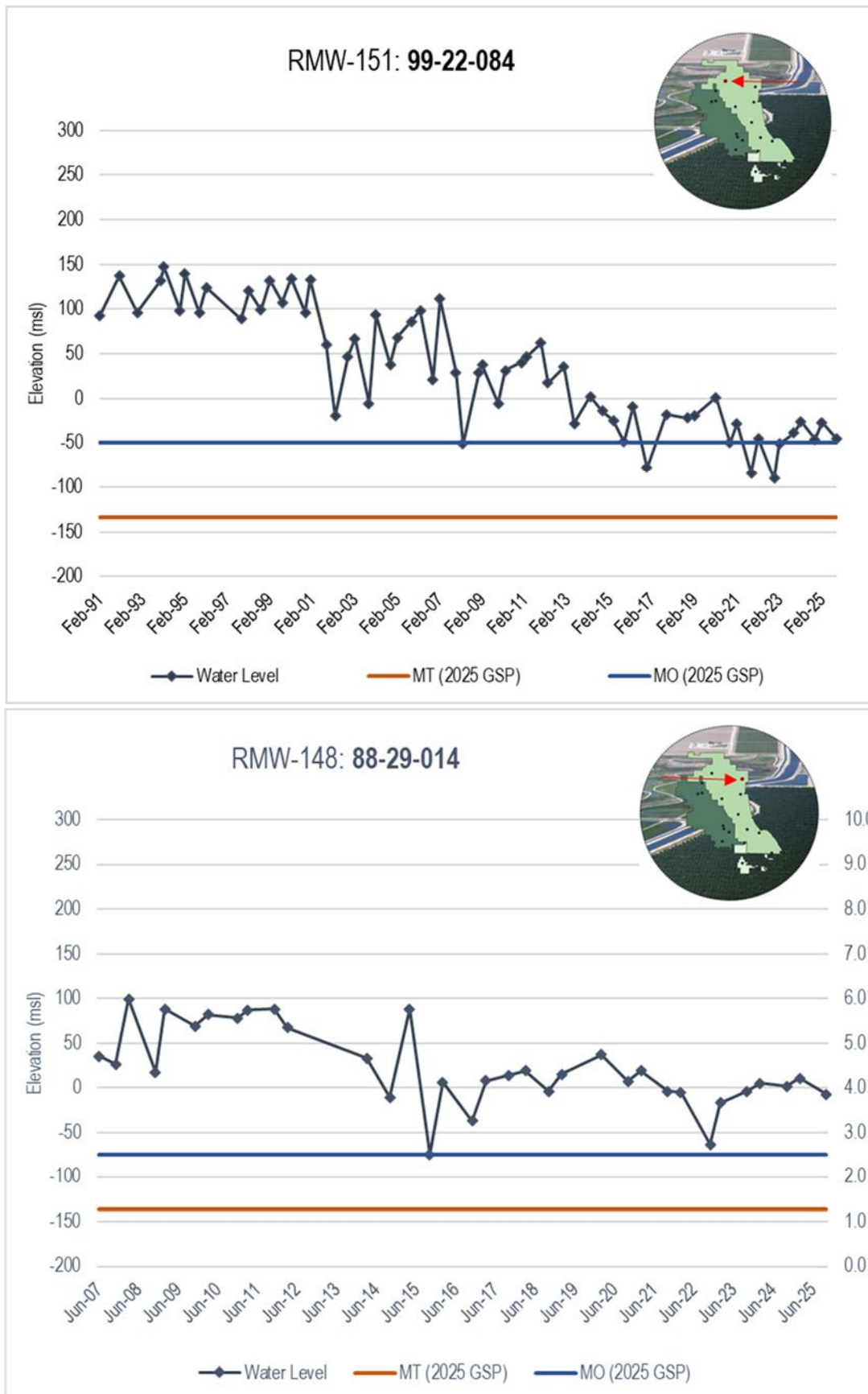
Constituent of Concern	MCL	88-29-014 results	MT	Shafter 18 results	MT
1,2,3-trichloropropane (TCP) (ppt)	5	22	22	153	172
Arsenic (ppb)	10	2.2	10	pending	10
Nitrate (ppm)	10	2.8	10	7.8	10
Nitrite (ppm)	1	non-detect	1	pending	1
Uranium (ppb)	30	non-detect	30	pending	30
Total Dissolved Solids (TDS) (ppm)	1,000	180	1,000	1,030	1,000

ppm= parts per million
ppb= parts per billion
ppt= parts per trillion

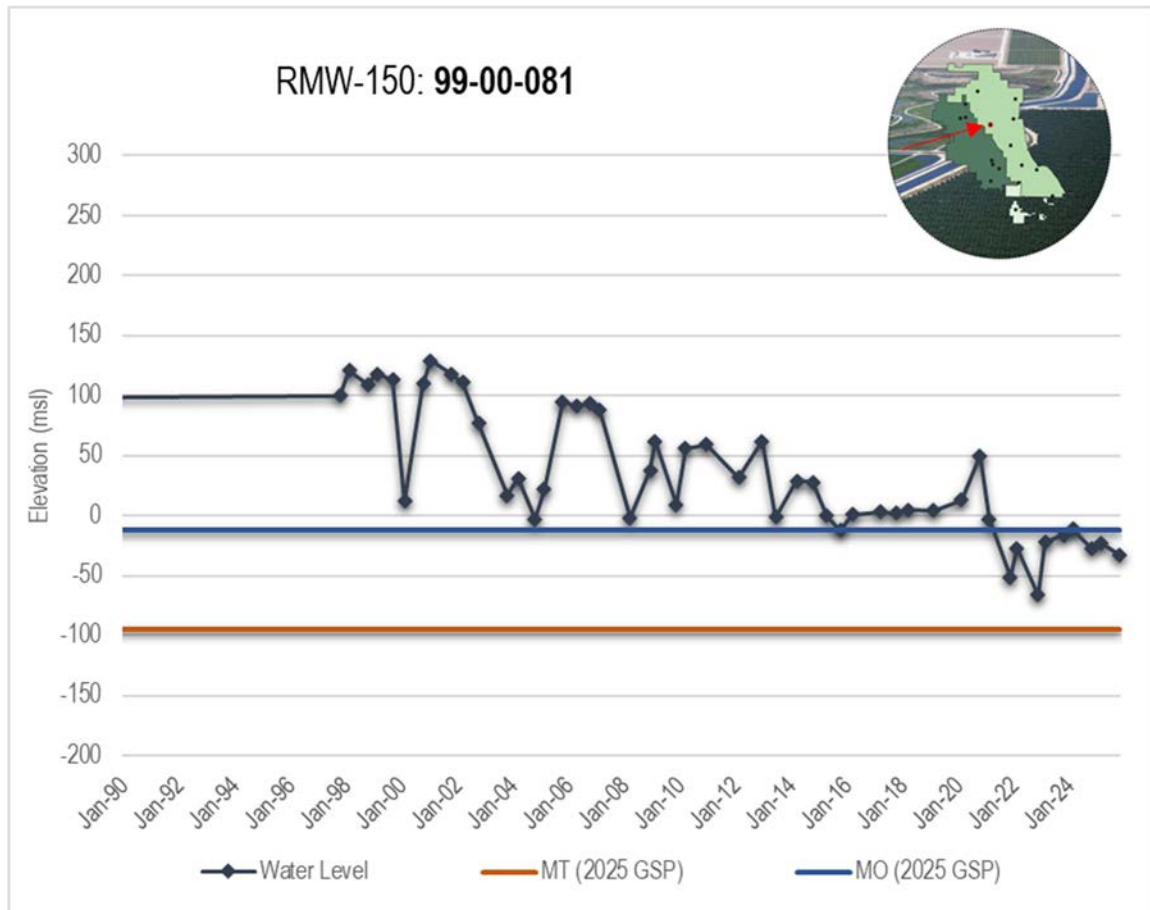
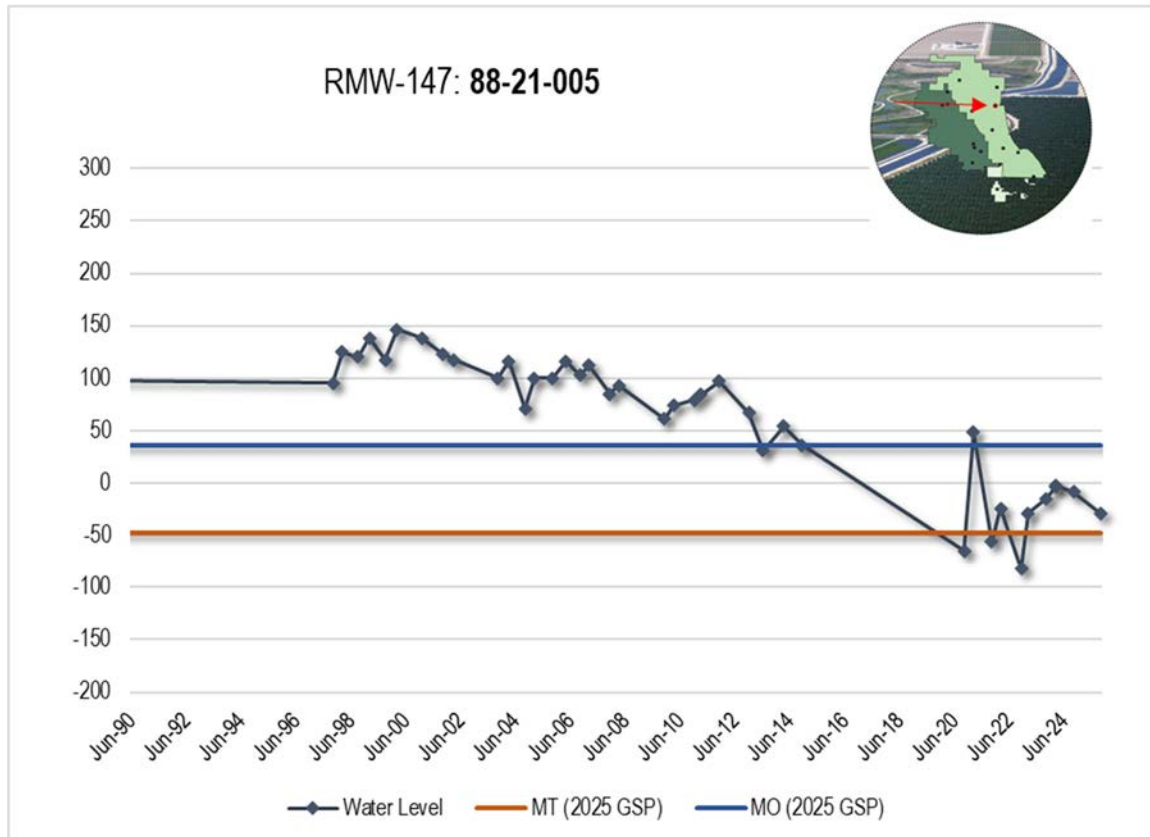
TCP concentrations were added to the hydrographs for wells 88-29-014 and Shafter 18 to evaluate the relationship between groundwater levels and quality. Neither well shows indication that TCP concentrations are influenced by groundwater levels. As defined in the GSP, the significant fluctuations observed in TCP concentrations correlate with well operation.



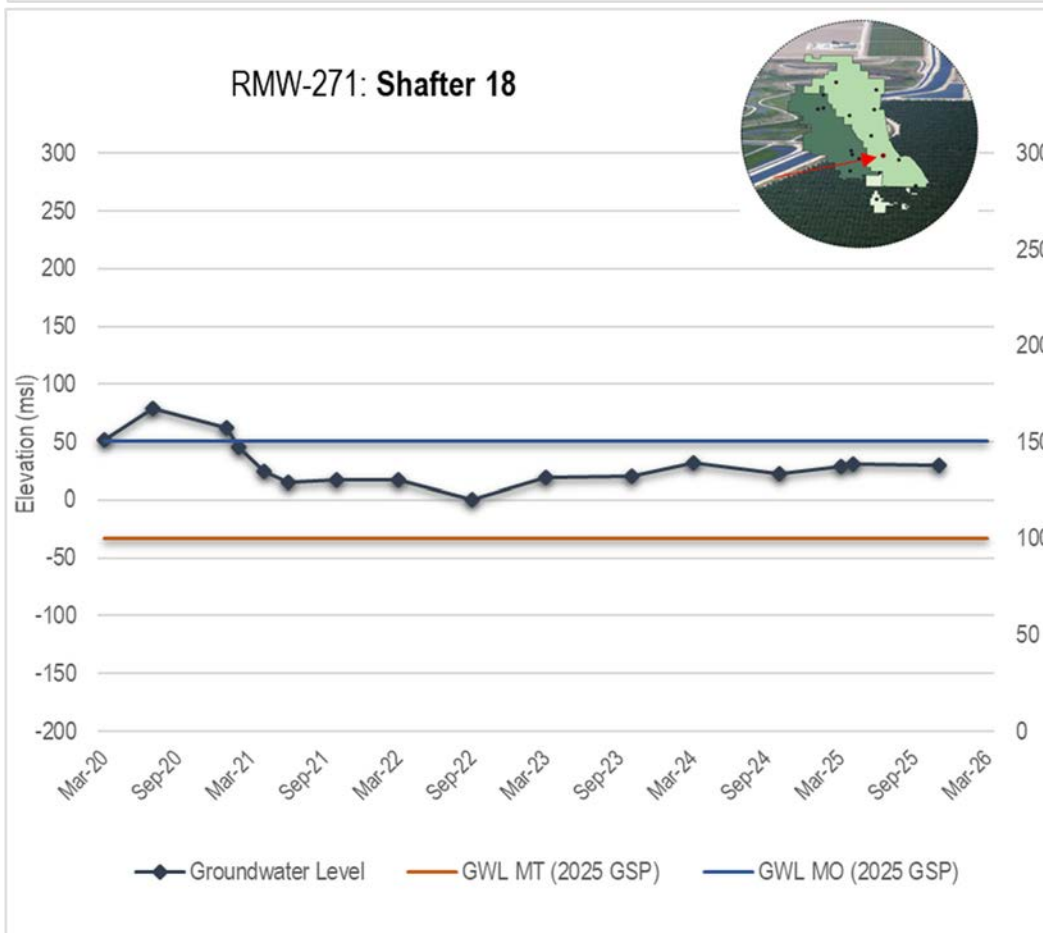
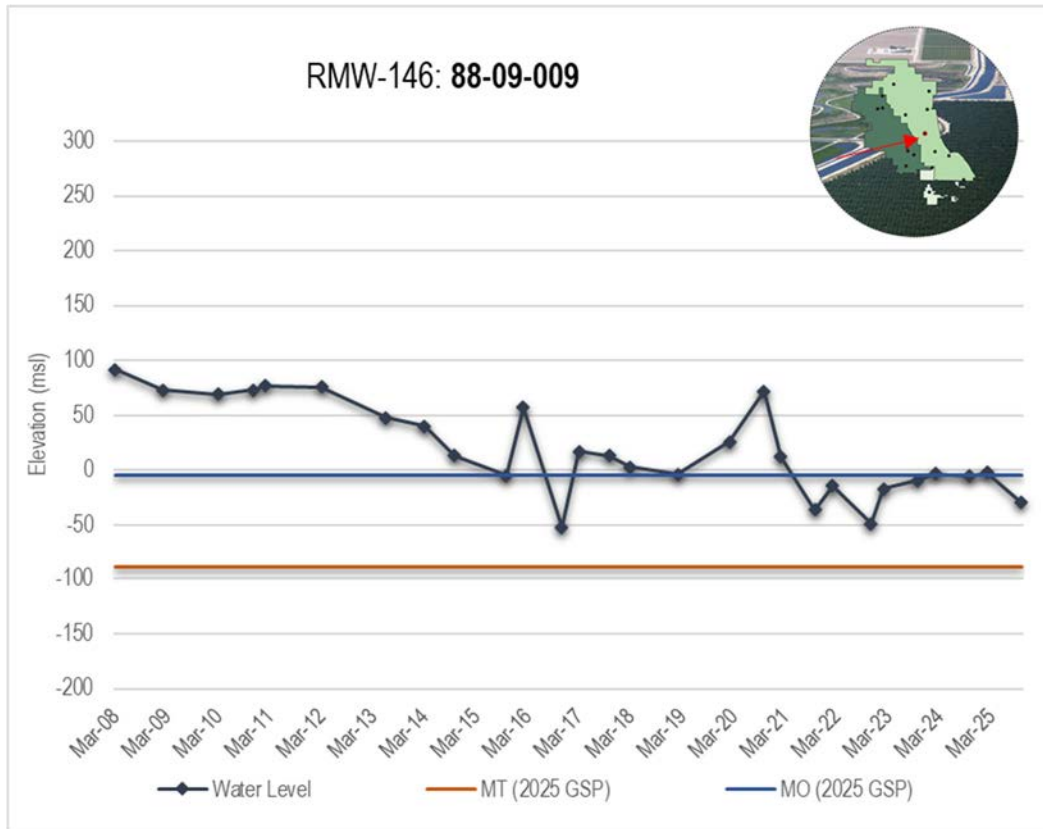
North Kern Water Storage District
Hydrographs with Fall Water Level Measurements



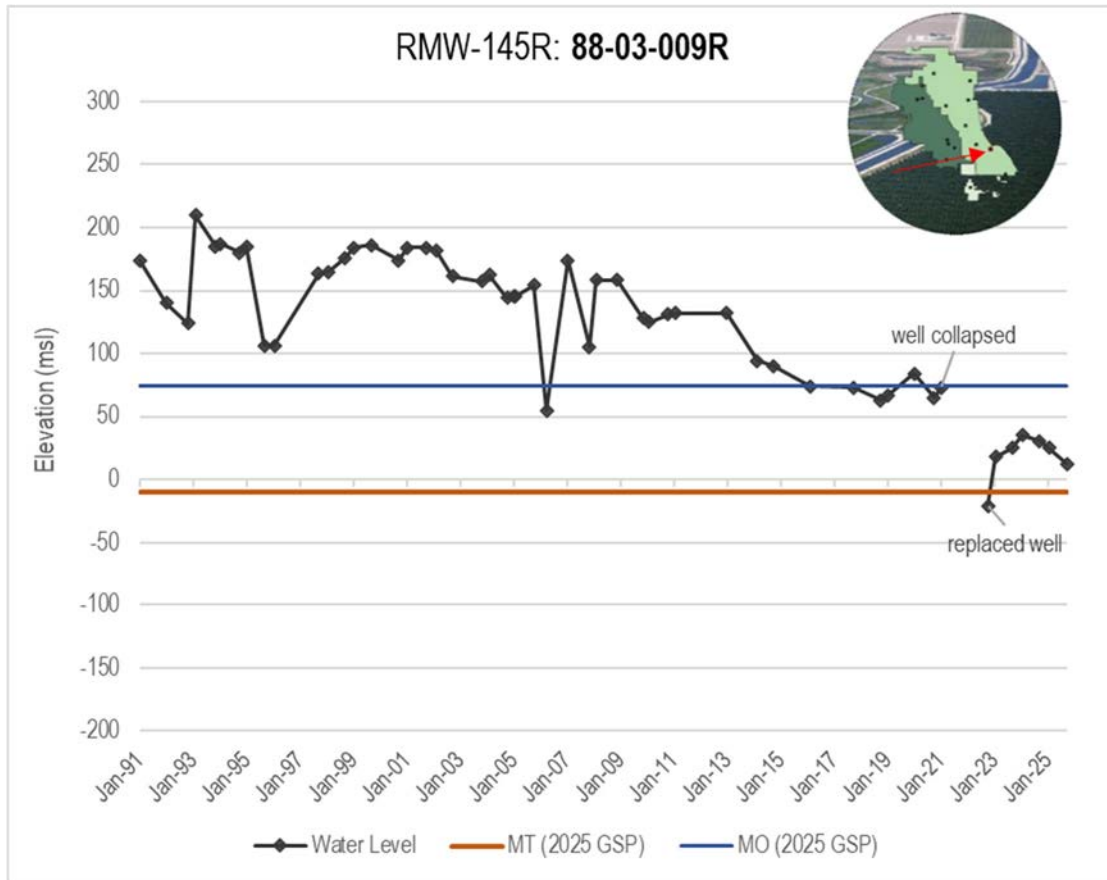
North Kern Water Storage District
Hydrographs with Fall Water Level Measurements



North Kern Water Storage District Hydrographs with Fall Water Level Measurements



North Kern Water Storage District
Hydrographs with Fall Water Level Measurements



Rosedale Ranch Improvement District
Hydrographs with Fall Water Level Measurements

