

Board Meeting



February 2026

AGENDA
NORTH KERN WATER STORAGE DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING

33380 Cawelo Avenue
Bakersfield, CA 93308

Tuesday, February 17, 2026 - 7:00 a.m.

CALL TO ORDER
PUBLIC COMMENT

1. Board Meeting Minutes
 - A. Approve Minutes of January 20, 2026, Regular Board Meeting

2. Consent Calendar
(The Board will consider various non-controversial routine items, issues and reports relating to matters of interest to the District. Any Board member or member of the public may request that any or all items be considered and acted upon independently.)
 - A. District Groundwater Levels
 - B. District Exchange Balances
 - C. Operations Report
 - D. Approve Renewal of Standard Form License Agreement, Cogent Fiber LLC
 - E. Approve Issuance of Standard Form License Agreement, Lenar Homes LLC
 - F. Approve Well Property Exchange for Well 88-29-39, Demeter Agricultural Properties II LLC

3. General Informational Items
 - A. Kern River Watermaster Report
 - B. Kern River Watershed Coalition Authority/Kern Water Collaborative Update

4. 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

5. Consulting District Engineer
 - A. Project Summary
 - B. Status of Grants*
 - C. Irrigated Lands Regulatory Program/CV-Salts*

6. Budget and Personnel Committee*

7. Engineering Committee
 - A. Consider Amendment No. 1 to the Grant of Pipeline Easement for the 9-22-126 Pipeline

8. Groundwater Committee
 - A. Meeting of the North Kern Groundwater Sustainability Agency and SGMA Update*
9. Produced Water Ad Hoc Committee*
10. Negotiating Committee*
11. Counsel of District*
 - A. Update on Brown Act
 - B. Update on Fiscal Training Requirement
12. Rosedale Ranch Improvement District*
13. General Manager's Report*
 - A. Amarok Fencing for Wells

OTHER BUSINESS

14. 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); 5th District Court of Appeal (F087487); CA Supreme
Court (S290840)
 - 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
15. 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 January 20, 2026

A Meeting of the Board of Directors of North Kern Water Storage District was in person - commencing at 7:00 a.m., on January 20, 2026.

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

President Andrew called the meeting to order at 7:00 am and opened the floor for Public Comments. At this time, there were none.

Board of Directors –

- (26-01) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to approve the minutes from December 16, 2025, Regular Board Meeting.
(Ayes: Andrew, Ackerknecht, Mitchell, Glende & Holtermann, Noes: None, Absent: None, Abstain: None)

Consent Calendar –

Consent Calendar included the following:

- A. District Groundwater Levels
- B. District Exchange Balances
- C. Operations Report
- D. Approve Standard Form License Agreement, Spectrum Pacific West LLC

- (26-02) Upon motion of Director Holtermann, seconded by Director Ackerknecht and unanimously carried, to approve the Consent Calendar.
(Ayes: Andrew, Ackerknecht, Mitchell, Glende & Holtermann, Noes: None, Absent: None, Abstain: None)

General Informational Items –

Watermaster Chianello reviewed a presentation of the Relicensing Overview of the Southern California Edison Kern River Powerhouse No. 1 and the License Surrender for Borel Hydroelectric Project.

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

Financial Matters –

- (26-03) Upon motion of Director Glende, 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 December as presented.
(Ayes: Andrew, Ackerknecht, Mitchell, Glende & Holtermann, Noes: None, Absent: None, Abstain: None)
- (RR26-04) Upon motion of Director Glende, 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 December as presented.
(Ayes: Andrew, Ackerknecht, Mitchell, Glende & Holtermann, Noes: None, Absent: None, Abstain: None)

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

(26-05) Upon motion of Director Mitchell, seconded by Director Holtermann and unanimously carried, to approve payment of the Accounts Payable balance for the North Kern Water Storage District for the month of December as presented.

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

(RR26-06) Upon motion of Director Mitchell, seconded by Director Holtermann and unanimously carried, to approve payment of the Accounts Payable balance for the Rosedale Ranch Improvement District for the month of December as noted.

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

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

Project Summary – GEI completed the 88-25 Friant Kern Canal discharge meter testing on 1/13/2026. This 36" mag meter was not producing stable or accurate readings. Testing the meter with the new firmware and a higher capacity power source produced stable and accurate measurements. McCrometer is ordering sufficient solar panels and battery for this application. They will return to install the new power components when they receive them. Once the new power system is installed then the district should be able to move forward with closing out the contract.

Budget & Personnel Committee – No Report at this time

Engineering Committee –

(26-07) Upon motion of Director Ackerknecht, seconded by Director Holtermann and unanimously carried, to authorize the General Manager to execute Task Order 26-03 with GEI Consultants to provide bid-phase support for the Calloway Canal lining project from 7th Standard Road to 8-1 back-up weir for a budget amount not to exceed \$50,000.

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

(26-08) Upon motion of Director Ackerknecht, seconded by Director Mitchell and unanimously carried to authorize the General Manager to execute Task Order 26-04 with GEI Consultants for providing administrative support for the High-Speed Rail CP-4 Project for a budget amount not-to-exceed \$18,000.

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

(26-09) Upon motion of Director Glende, seconded by Director Ackerknecht and unanimously carried to authorize the General Manager to execute Task Order 26-05 with GEI Consultants to prepare grant applications with the Bureau of Reclamation to construct groundwater extraction wells and continue concrete lining of the Calloway Canal for a budget amount not-to-exceed \$48,000.

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

Groundwater Committee –

General Manager Hampton reported that the Kern Subbasin received a letter from the State Water Resources Control Board officially returning the Kern County Subbasin to Department of Water Resources oversight. The Basin scheduled a meeting on February 3rd between subbasin representatives and DWR to discuss the transition and updates to the plan. Subbasin GSAs continue to provide their respective annual data and information for the required Annual Report that is due

April 1, 2026. Todd GW has historically provided that annual report service and is again leading that effort this year.

(26-10) Upon motion of Director Ackerknecht, seconded by Director Mitchell and unanimously carried to approve the 2026 Kern Subbasin technical consultant proposals to support implementation of the Adopted 2025 GSPs, for a total of \$455,344 and authorize North Kern WSD GSA's cost share not to exceed 6% of the total which is \$27,321.

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

(26-11) Upon motion of Director Glende, seconded by Director Holtermann and unanimously carried to approve the INTERA December 31, 2025, Proposal for As-Needed SGMA Technical Support for the Shafter-Wasco Irrigation District and North Kern Water Storage District for January – December 2026 in the amount of \$149,592, and authorize North Kern WSD cost share up to \$94,243.

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

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

Negotiating Committee – No report at this time.

Counsel of District – No report at this time.

Rosedale Ranch – No report at this time.

General Manager's Report – General Manager Hampton informed the Board that if anyone was interested in attending the Water Association Kern County Water Summit Event to reach out to him.

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) 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)
 - (v) 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 8:20 a.m. The Board reconvened back into the open session at 9:36 a.m.

Respectfully Submitted,

David Hampton, General Manager

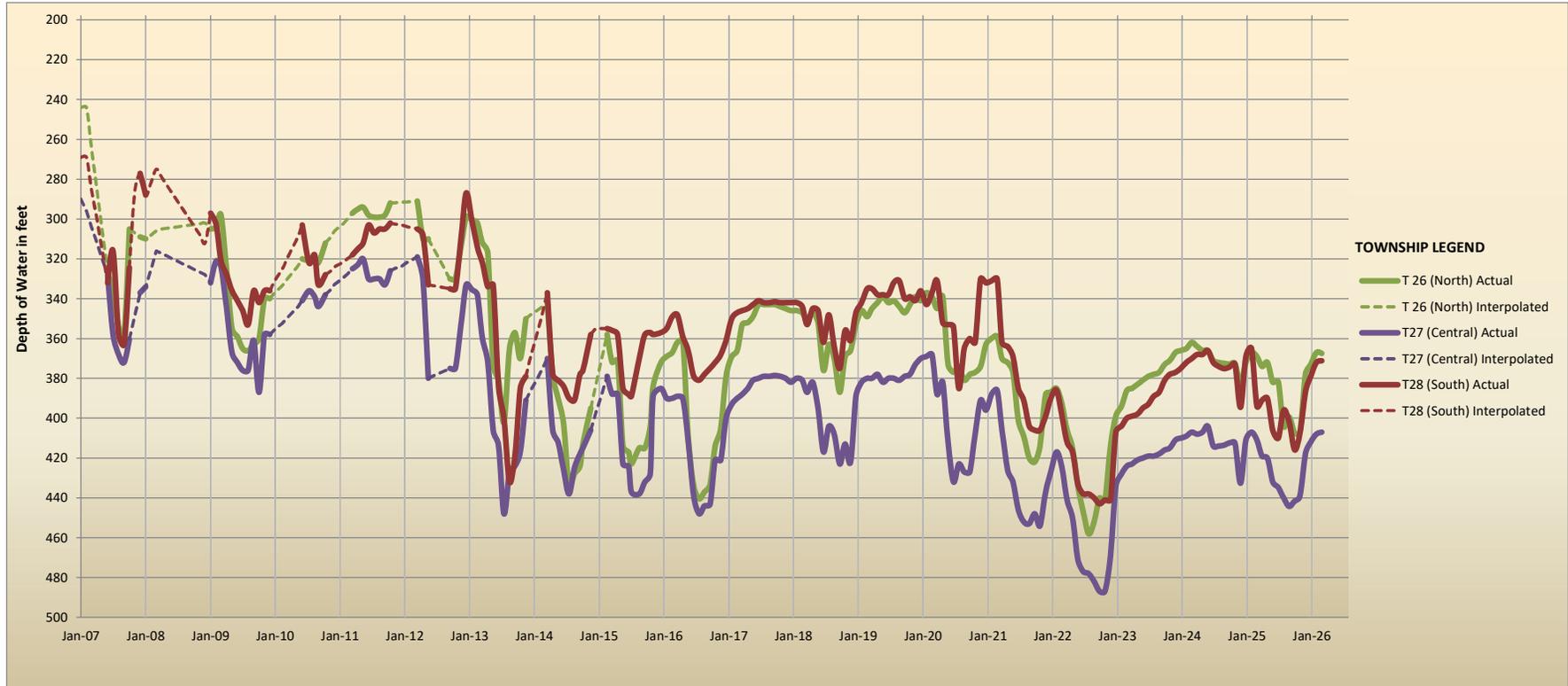
Approved by Board
February 17, 2026

Kevin Andrew, President

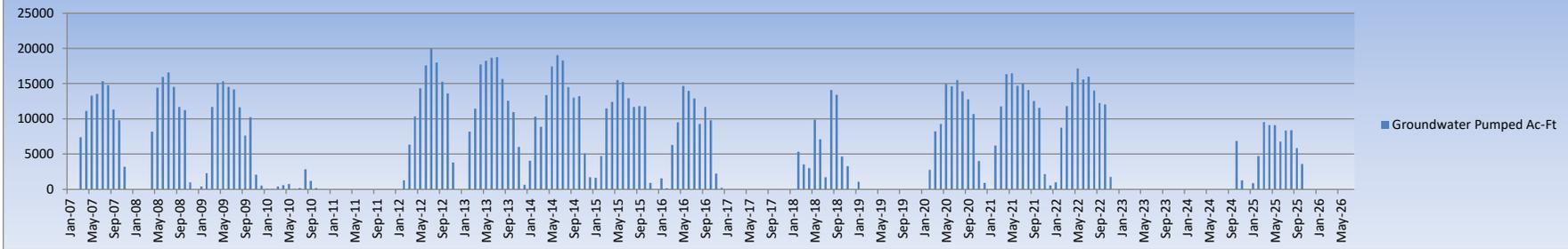
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2A

NORTH KERN WATER STORAGE DISTRICT AVERAGE MONTHLY GROUNDWATER LEVELS BY TOWNSHIP



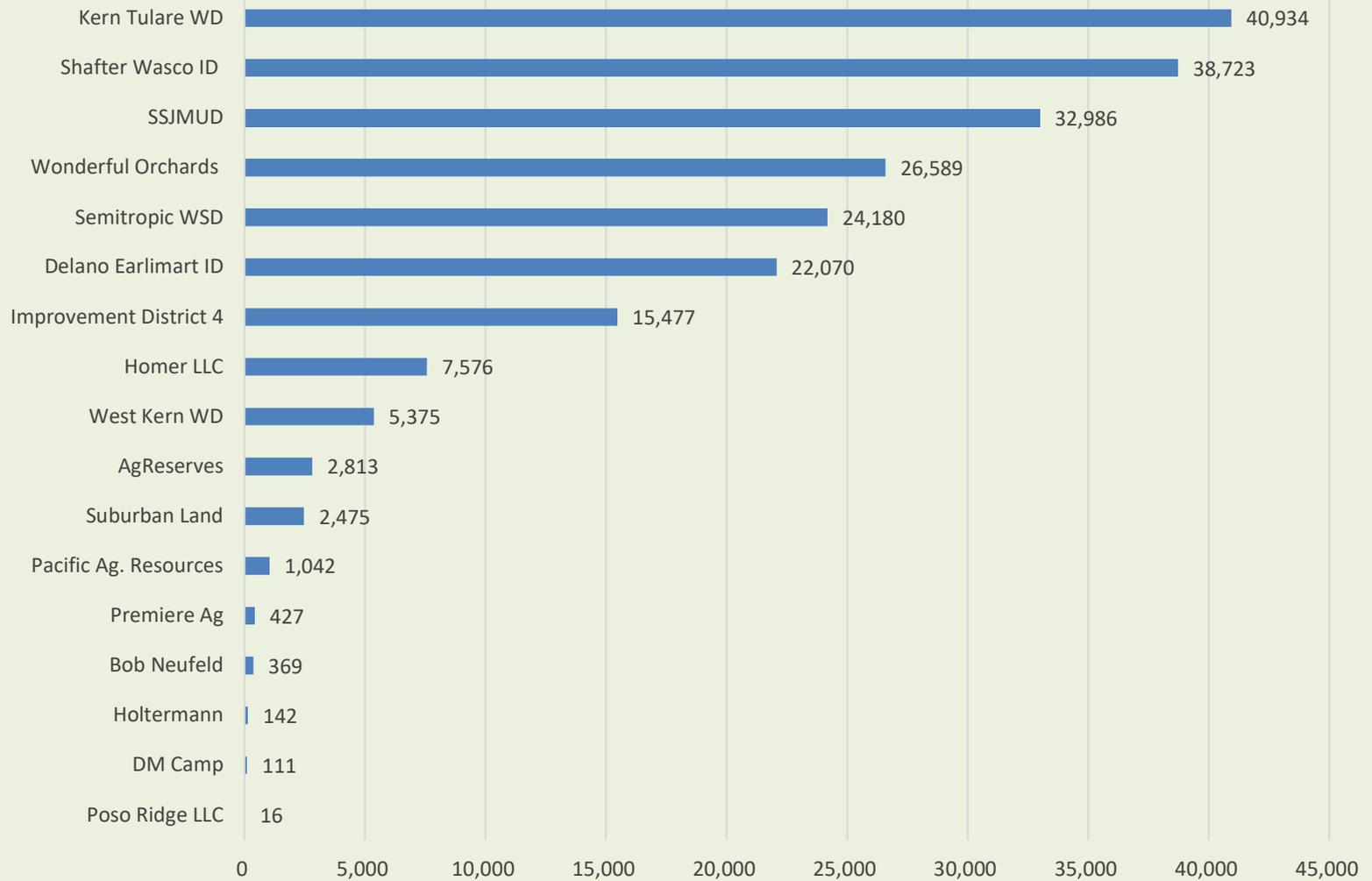
DISTRICT DEEP WELL PRODUCTION Ac-Ft



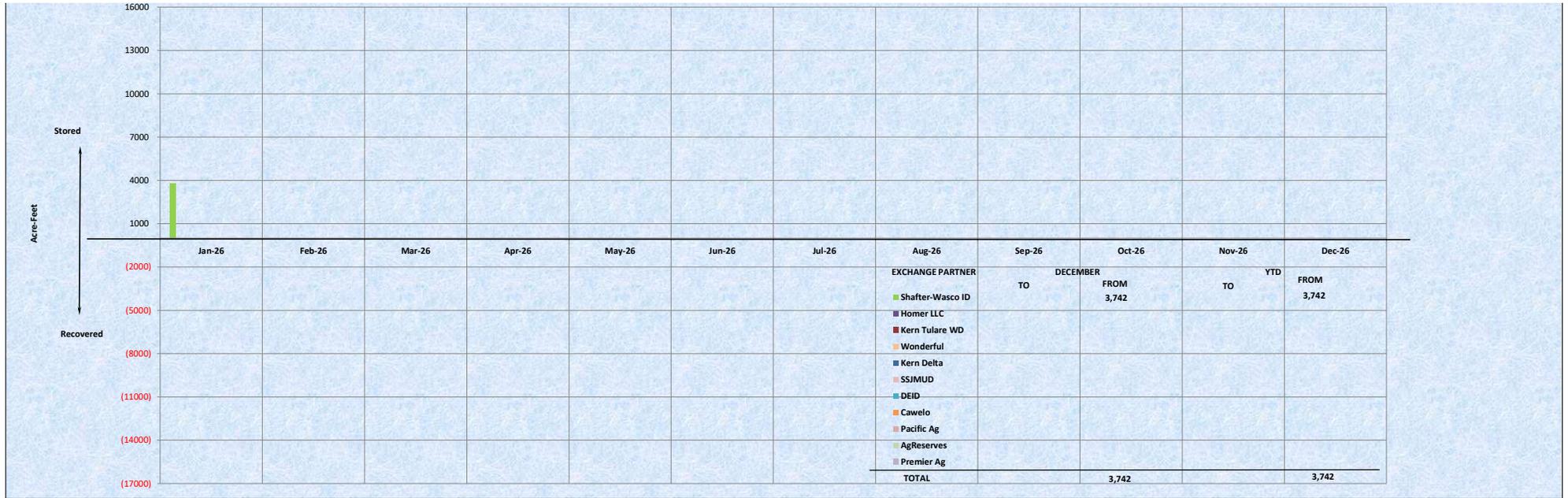
NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2B

**NORTH KERN WATER STORAGE DISTRICT
GROUNDWATER BALANCE AS OF
JANUARY 31, 2026
NK TO OTHERS = 223,188 AF**



**NORTH KERN WATER STORAGE DISTRICT
MONTHLY EXCHANGE QUANTITIES FOR 2026
(QUANTITIES IN AF)
(INCLUDES LEAVE BEHIND)**



NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2C



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

February 12, 2026

TO: BOARD OF DIRECTORS

FROM: Heather Williams

RE: Operations Report

Operations

1. Lake Isabella storage is currently 209,106 AF. Today's estimated natural flow is 624 CFS and the regulated outflow is 395 CFS. The district's share of storage is estimated to be 69,000 AF and receiving an average of 135 CFS/day of Kern River entitlement.
2. In January, an estimated 15,300 AF of Kern River water was diverted into the Beardsley Head. Class 1 deliveries totaled 83 AF and Class 2 deliveries totaled 44 AF. Kern River recharge for the month was 14,670 AF.
3. On January 15th, Hills Valley ID ended deliveries to SWID from the CVC. These deliveries were added to SWID's long-term exchange balance within the district. A total of 2,047 AF was delivered for the month.
4. CRC produced water continues to be diverted to Rosedale Spreading. Daily flows are averaging 14.2 CFS. Califia continues with 1 CFS into the Lerdo.
5. The annual District maintenance shutdown ended on January 25th. Normal irrigations have resumed.

**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

February 9, 2026

TO: ENGINEERING COMMITTEE
Directors Ackerknecht and Mitchell, Alternate Andrew

FROM: David Hampton, and Ram Venkatesan

RE: Renewal of Standard Form District License Agreement to Cogent Fiber LLC

RECOMMENDED MOTION:

“Authorize the execution of renewing the standard form District license agreement to Cogent Fiber LLC for operating and maintaining communication conduits across the several District canals.”

DISCUSSION:

Cogent Fiber LLC (“Cogent”) has requested the renewal of its existing license agreements for communication conduits (“facility”) installed across the District’s Beardsley and Calloway Canals. These agreements authorize the operation and maintenance of the facility. Exhibit “A” includes both the renewal and existing license agreements. Cogent has also provided an updated certificate of insurance that complies with the District’s license agreement requirements. Staff recommends renewing the standard District license agreements for the specified locations, subject to legal counsel approval.

Attachments:

Exhibit “A” – Renewal and Existing License Agreements

LICENSE AGREEMENT

THIS AGREEMENT, dated 3-10-2006 between **North Kern Water Storage District**, a water storage district duly organized and existing under and by virtue of the laws of the State of California, hereinafter called "District, and **Sprint Communications Company L.P.**, a Delaware Limited Partnership, hereinafter called "Licensee".

WITNESSETH THAT:

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

Five separate canal crossings as shown on the attached maps.

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

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

4. Termination--Term. This license shall continue in effect for a period of 20 years from and after the date hereof and thereafter or until terminated by District as provided for under paragraph 11. Licensee may, at any time and from time to time by delivering a quitclaim deed to District, terminate this license as to all of the premises, and this license shall automatically terminate if Licensee shall not use or maintain its facilities for a period of two (2) years.

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

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

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

8. Indemnification. (1) Licensee shall use the premises at its own risk. (2) In this connection Licensee shall, at its sole cost and expense, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work and uses which are the subject of this easement including, without limitation, any applicable safety orders and obtain all necessary permits and licenses therefore and shall at all times preserve and protect the facilities installed and the work performed pursuant hereto and assume full responsibility for the condition thereof. If Licensee shall at any time damage or destroy District's canal or ditch or any other improvement or personal property on the premises, it shall promptly pay to the owner thereof the full amount of damage thereto. District shall not be liable for any injury or death of any person or persons or damage to or destruction of any property arising out of or in connection with, either in whole or in part and whether directly or indirectly, the existence or use of Licensee's facility or any operations by or on behalf of Licensee hereunder. (3) Licensee shall assume the defense of and indemnify and save

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

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

10. Quitclaim and Restoration of the Premises. In the event this license shall terminate in any manner as to all or any part of the premises, such termination shall not relieve Licensee from any obligation or liability theretofore accrued hereunder, nor prejudice or in any way affect the right of District to enforce any right or remedy it may have had before such termination. Upon any such termination Licensee shall promptly execute, acknowledge and deliver to District a good and sufficient quitclaim deed of its rights hereunder in and to the land to which such termination applies and Licensee shall, within thirty (30) days remove the facility from the premises and restore them to a contour and condition satisfactory to District. If Licensee shall fail within such period to remove its facility and restore the premises, then the facility and appurtenances shall be and become the property of District absolutely, and District, at its option, may leave the same in its location or remove the same and restore the ground for the account of Licensee and Licensee agrees to reimburse District for the reasonable cost thereof upon demand.

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

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

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

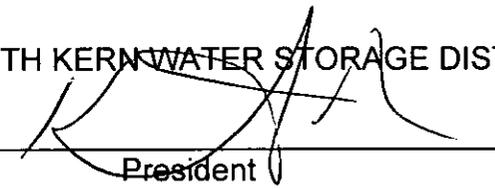
14. District Cost Reimbursement. Licensee agrees to pay District a one time fee of \$2,000.00 and in addition reimburse District for all reasonable and necessary engineering, staff and construction expenses incurred by District, including those incurred prior to the execution of this Agreement, in regard to the preparation of this Agreement and District's performance under provisions of this Agreement, incurred by District pursuant to this Agreement subject to Licensee's approval, such approval not to be unreasonably withheld. Licensee's obligation under this paragraph shall not exceed \$5,000.00.

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

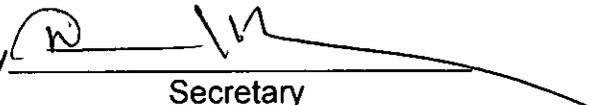
- Exhibit A - Legal Description and Drawing of Facility
- Exhibit B - Certificate of Insurance

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

NORTH KERN WATER STORAGE DISTRICT

By  _____
President

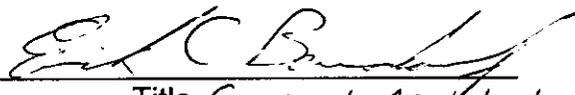
Address:
P. O. Box 81435
Bakersfield, CA 93380-1435

and By  _____
Secretary

SPRINT Communications Company L.P.

Address:

6391 ~~8491~~ Sprint Parkway
MS: KSOPHT0101-Z2040
Overland Park, KS 66251

By  _____
Title Contract Negotiator

(SEAL)

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

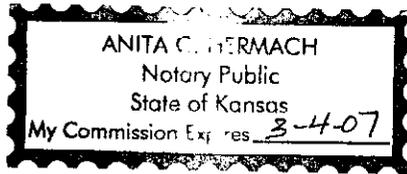
ACKNOWLEDGEMENT

STATE OF KANSAS)

COUNTY OF JOHNSON)

Before me, a notary public in and for said County and State, on this 16th day of February, 2006, personally appeared Erik C Bendorf known to me to be the identical person(s) who executed this foregoing instrument, and acknowledged to me that he executed the same on behalf of Sprint Communications Company L.P. as a free and voluntary act and deed for the uses and purposes therein set forth.

Anita C. Hermach
Notary Public



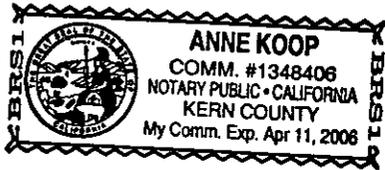
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of Kern) ss.

On 3-10-2006 before me, Anne Koop, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Kevin Andrew and Tara Simbun
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Anne Koop
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

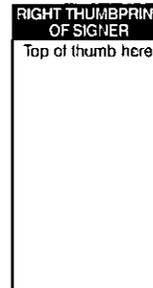
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



LICENSE AGREEMENT

THIS AGREEMENT, dated March 10, 2026 (the "Effective Date"), between **North Kern Water Storage District**, a water storage district duly organized and existing under and by virtue of the laws of the State of California, hereinafter called "District, and **Cogent Fiber LLC**, a Delaware limited liability company (fka Sprint Communications Company L.P.), hereinafter called "Licensee."

WITNESSETH THAT:

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

Five separate canal crossings which are shown on and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

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

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

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

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

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

7. Insurance. Licensee, at its expense, shall carry public liability insurance with liability limits of not less than **\$5,000,000** for the injury or death of one person and **\$10,000,000** for the injury or death of more than one person in any one accident, and property damage liability insurance in the amount of not less than **\$5,000,000**. All such insurance shall be carried with insurance companies satisfactory to District, and shall cover not only liability of Licensee for bodily injury to or death of persons and property damage, but also such liability which has been assumed by Licensee under the provisions of the indemnity provisions of this Agreement. Licensee shall forthwith procure and cause to be furnished to District, certificates from the insurance carriers stating that the insurance is in full force and effect, that the premiums have been paid thereon and that the insurance carrier will give Licensee at least ten (10) days prior written notice (Licensee to provide a copy of any such notice to District within three (3) business days of receipt) of any termination, cancellation or modification of the terms of such insurance.

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

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

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

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

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

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

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

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

14. District Cost Reimbursement. Licensee agrees to reimburse District for all reasonable and necessary engineering, staff and construction expenses incurred by District, including those incurred prior to the execution of this Agreement, in regard to the preparation of this Agreement and District's performance under provisions of this Agreement, incurred by District pursuant to this Agreement subject to Licensee's approval, such approval not to be unreasonably withheld.

The District shall be entitled to inspect the work performed by Licensee or its agents at all times. The Licensee shall reimburse the District for its inspection costs which will be based on the schedule of the project and the hours spent by a District representative at the job site. In the event the schedule extends beyond the submitted project schedule the Licensee shall reimburse the District for those additional costs of inspection. The District shall submit invoices from its chosen inspection service to the Licensee on a rolling basis and the Licensee shall make payment to the District within fifteen (15) days of the mailing of said invoices.

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

Exhibit A - Legal Description and Drawing of Facility

Exhibit B - Certificate of Insurance

A consideration of \$5,000.00 (\$1,000.00 per crossing) payable to North Kern Water Storage District is to accompany the properly executed License Agreement to cover costs and legal fees.

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

NORTH KERN WATER STORAGE DISTRICT

By _____
President

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

and By _____
Secretary

COGENT FIBER LLC (FKA SPRINT COMMUNICATIONS COMPANY L.P.)

By _____
David Schaeffer, President & CEO

Address:
2450 N Street, NW, 4th Floor,
Washington, D.C. 20037

District of Columbia
Signed and sworn to (or affirmed) before me on
26th January 2026 by, DAVID SCHAEFFER, to me known

Date Name(s) of Individual making statement

Signature of Notarial Officer

NOTARY PUBLIC

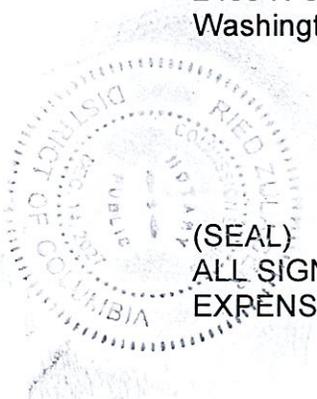
Title of Office

My Commission Expires _____

Ried Zulager
NOTARY PUBLIC
District of Columbia
My Commission Expires 12/14/2027

(SEAL)

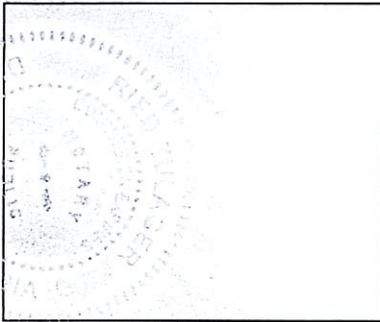
ALL SIGNATURES MUST BE NOTARIZED. LICENSEE RECORDING REQUIRED AT EXPENSE OF APPLICANT.



DISTRICT OF COLUMBIA

On this 26th day of January, 2026, before me personally appeared David Schaeffer, to me known to be the President & CEO of Cogent Fiber LLC (fka Sprint Communications Company L.P.) that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



(Use this space for notarial stamp/seal)



(Signature of officer)

Notary Public in and for the District of
Columbia, residing at 2122 California St NW

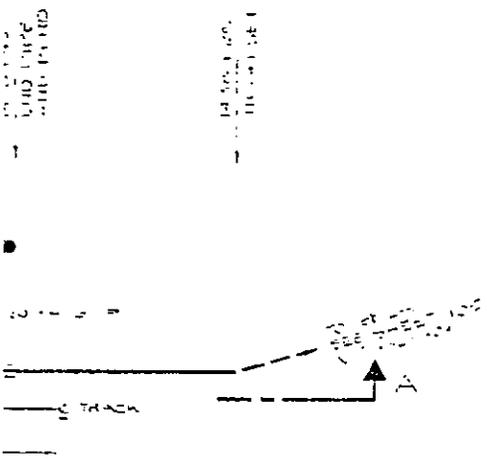
My commission expires: _____

2008

Ried Zulager
NOTARY PUBLIC
District of Columbia
My Commission Expires 12/14/2027

EXHIBIT "A"

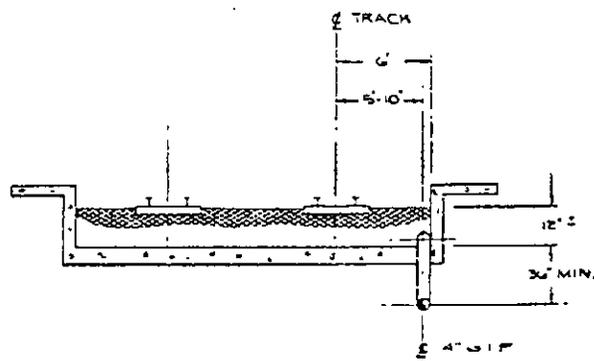
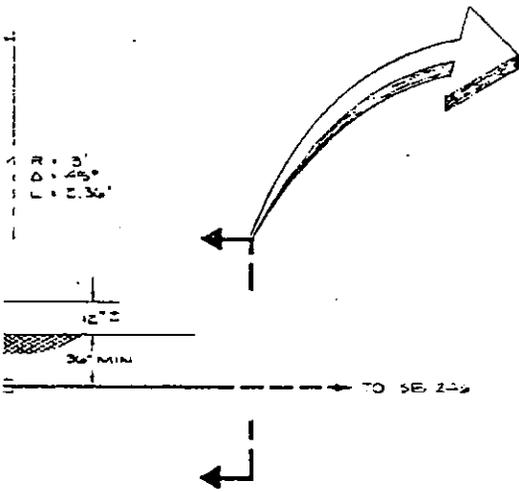
REVISIONS		
ISSUE 1	DESCRIPTION	DATE



NOTES

INSTALL 60'-4" GIP ALONG BOTTOM EAST EDGE OF BEARDSLY CANAL BRIDGE BY REMOVING AND REPLACING BALLAST

4 HRS IN ADVANCE OF STARTING CONST CONTACT R.R. INSPECTOR FOR SCHEDULING WORK HRS.



FOR BIDDING
PROCESSED ONLY

NOV. 27 '85

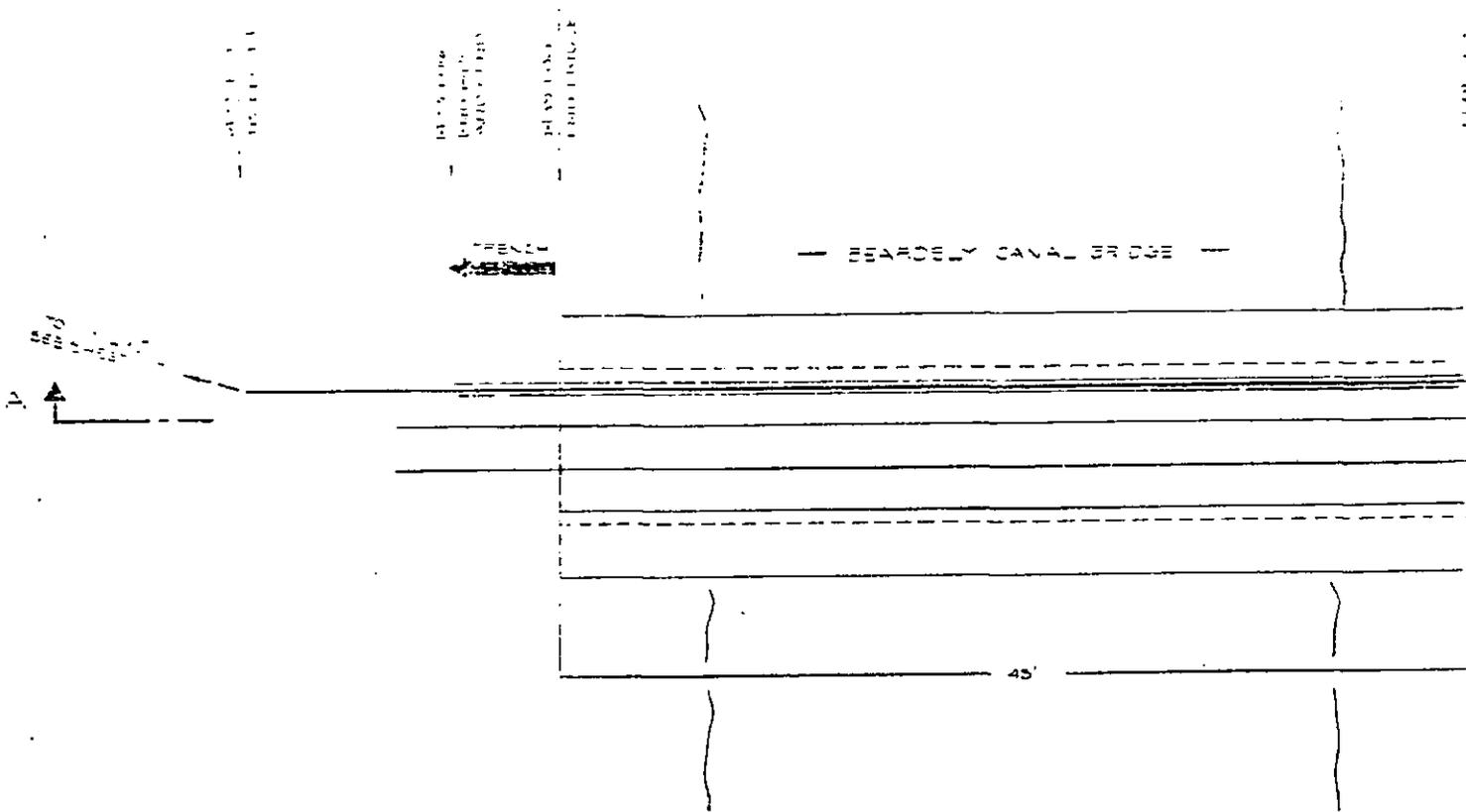


DRAWN BY C. CAROZZI	DATE 3-5-85
CHECKED BY MEZ	DATE
APPROVED BY <i>[Signature]</i>	DATE 11-27-85
SUBMITTED BY <i>[Signature]</i>	DATE 11-27-85

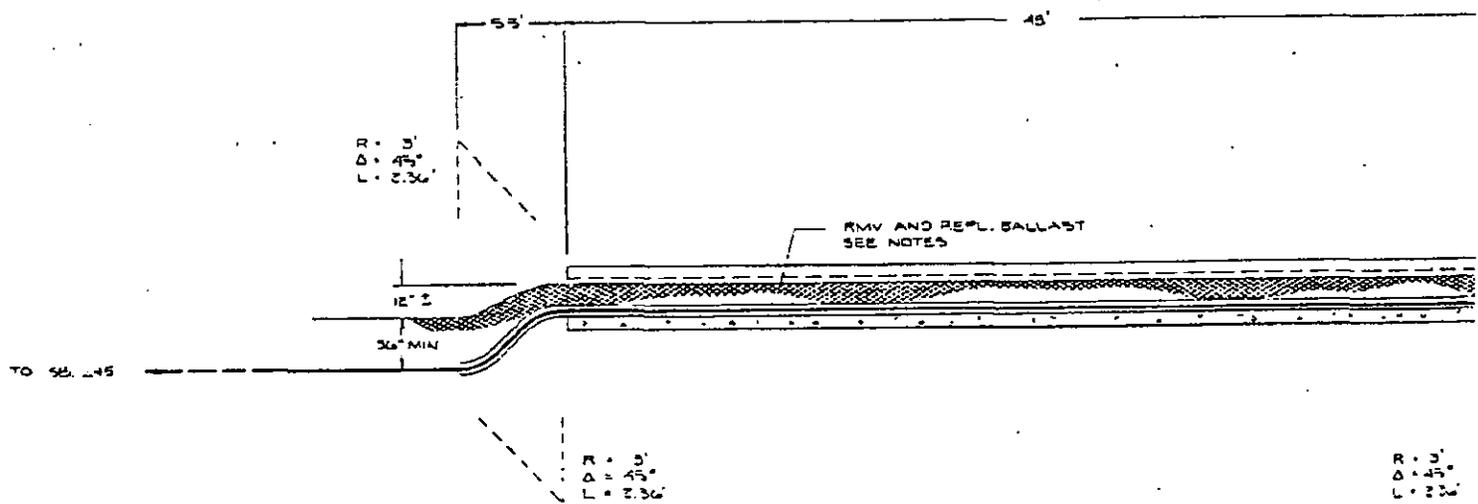
GTB SPRINT

FIBER OPTIC ROUTE MAP
AND DETAILS

SYMBOL	DESCRIPTION	SCALE	REFERENCE NUMBER



PLAN
N.T.S.



SECTION A-A
N.T.S.

R = 3'
Δ = 45°
L = 2.36'

R = 3'
Δ = 45°
L = 2.36'

R = 3'
Δ = 45°
L = 2.36'

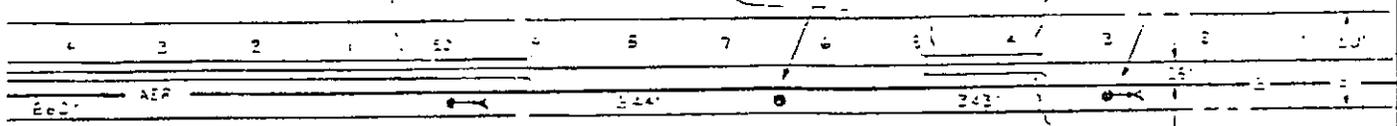
1345000 11100
 IN 30 9 1000 10
 IN 101 10000
 1345000 11100
 IN 30 9 1000 10
 IN 101 10000
 1345000 11100
 IN 30 9 1000 10
 IN 101 10000
 1345000 11100
 IN 30 9 1000 10
 IN 101 10000

RIVER

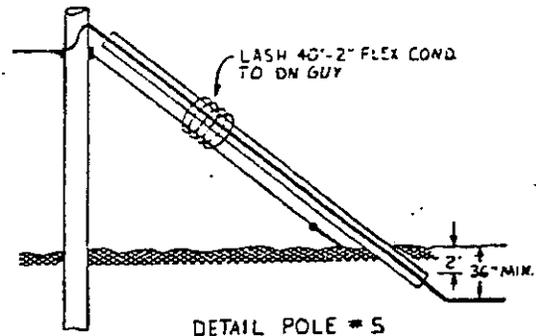
KERN

CARRIER

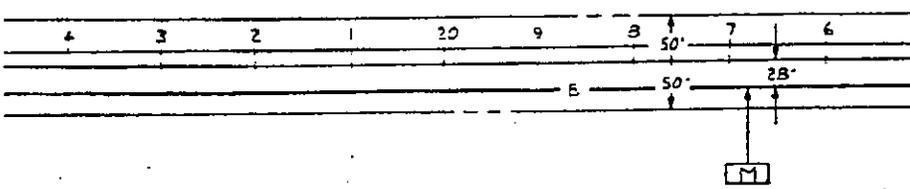
SEE SHEET 106 TO LAA



TO BAKERSFIELD



DETAIL POLE # 5



FOR BIDDING PURPOSES ONLY

NOV. 27, '85



DRAWN BY E. PRASTER	DATE 3-25-85
CHECKED BY [Signature]	DATE 11-27-85
ENGR MER	DATE 3-21-85
APPROVED BY [Signature]	DATE 11-22-85
APPROVED BY [Signature]	DATE 11-27-85

GTE SPRINT

FIBER OPTIC ROUTE MAP AND DETAILS

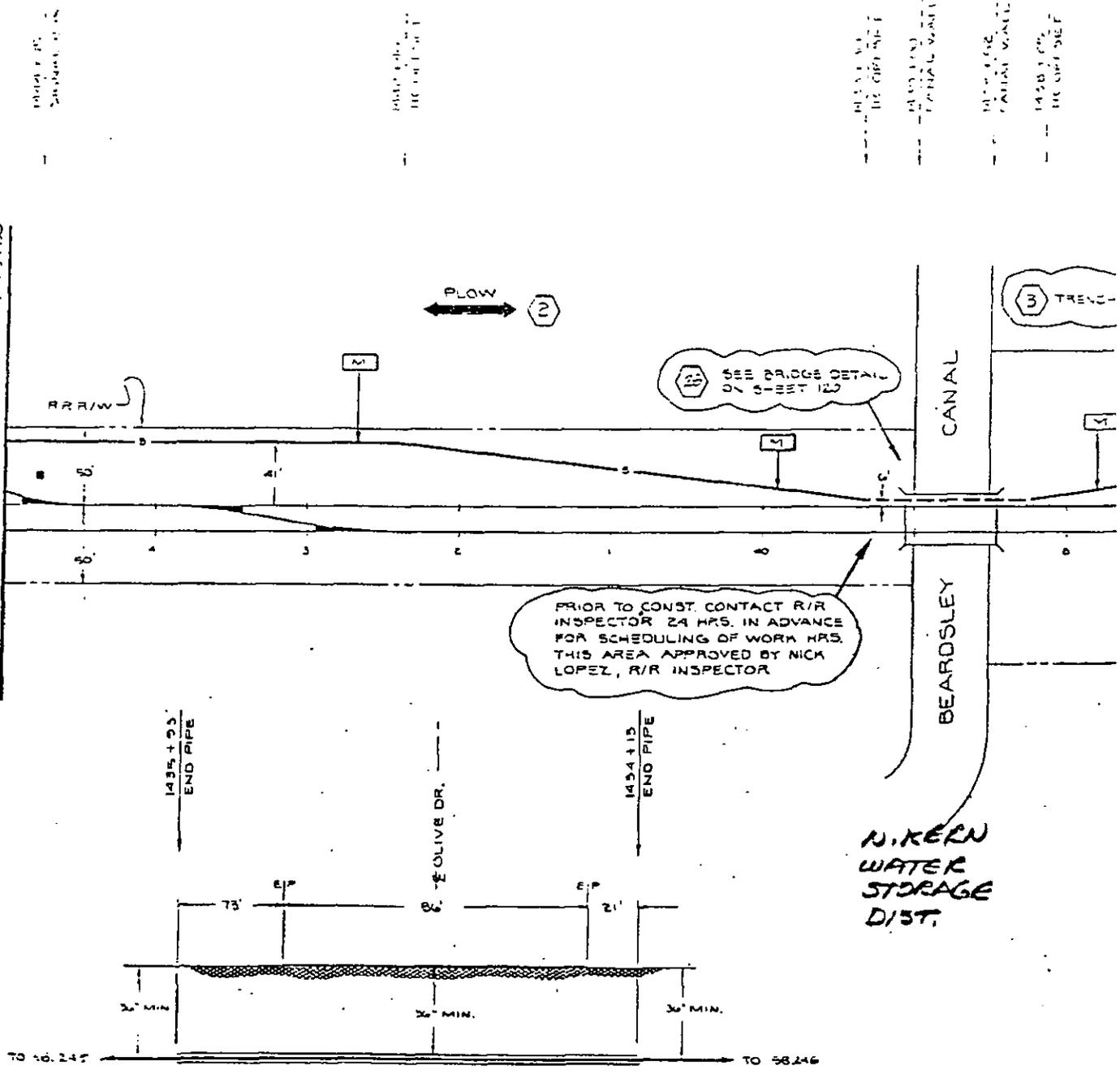
PHASE 2

SYMBOL	DESCRIPTION	SCALE	RELEASE NUMBER
	LEGEND	1" = 100'	

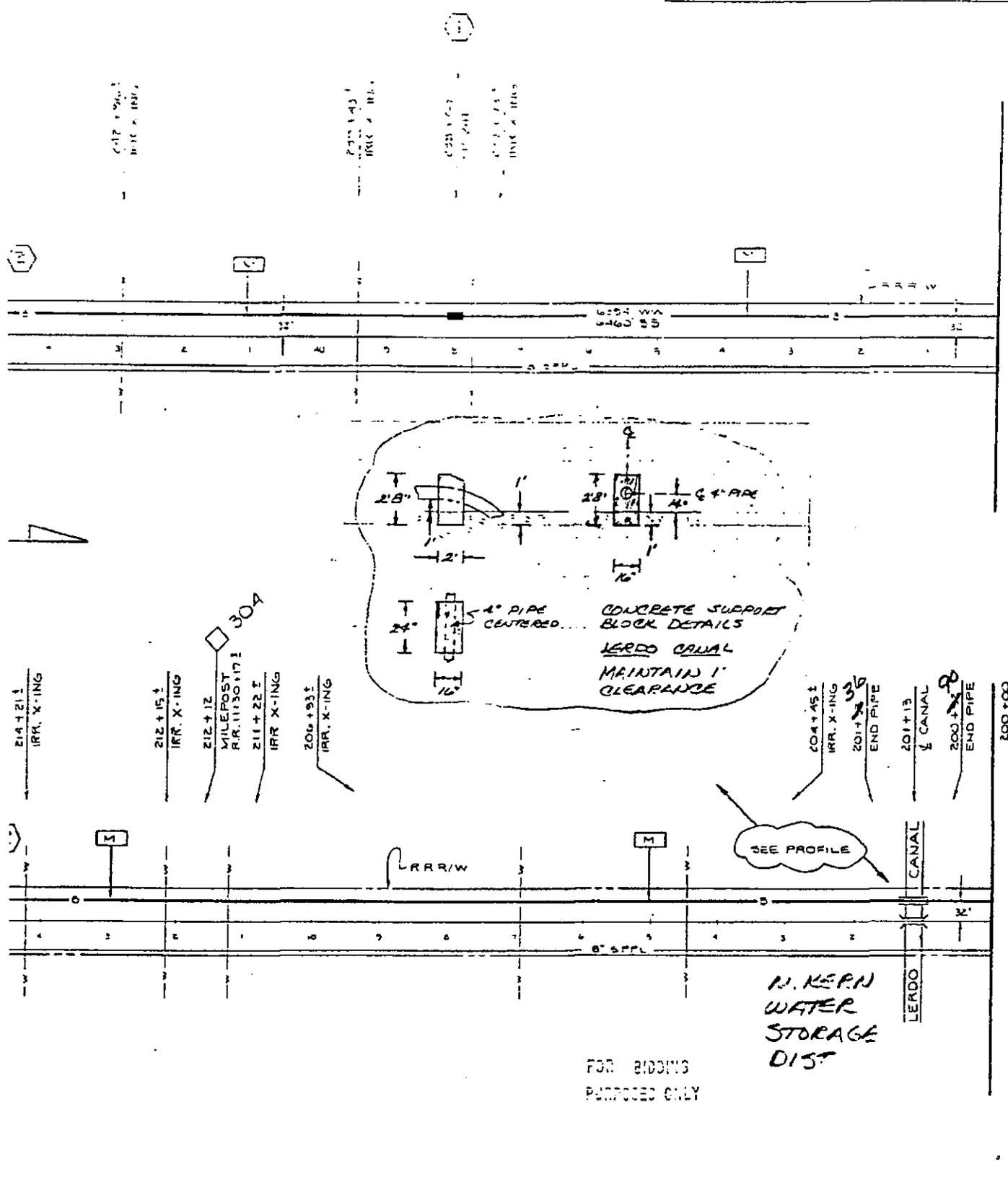
PROJ 51422 SJC-LAA
 SH 107 OF 122 DWG NO D NET-882-409

SEE SHEET 104 TO PIXLEY

PIPE, LEAD



PROFILE AT STA 1434+13 TO 1435+93
N.T.S.



SEE BELOW LUT I

SEE SHEET 101 TO LAA

CANAL WALL)
 E MARKS.

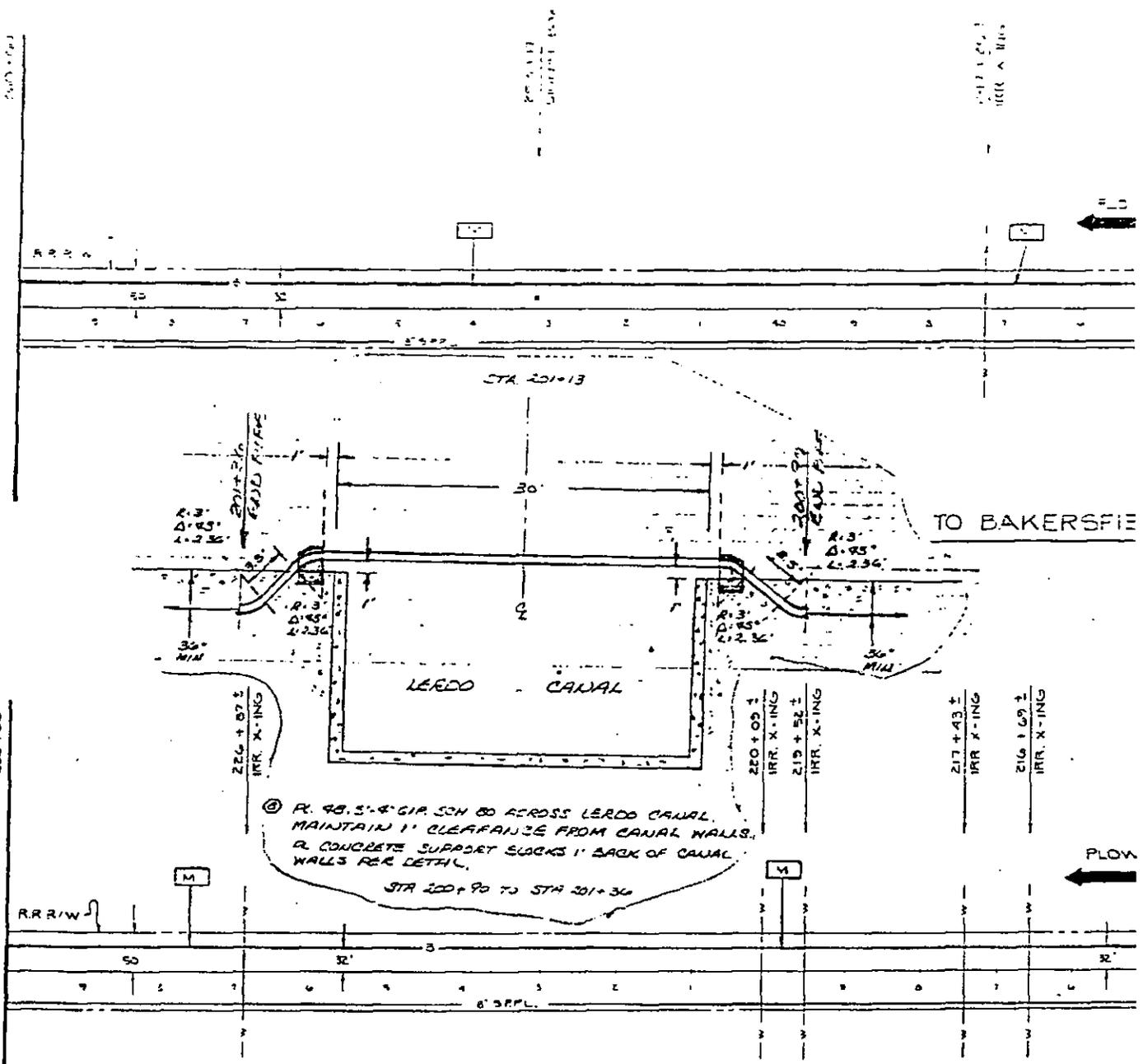


NOV. 27, '85

DRAFTER C. CAROZZI CHD BY [Signature] ENGR MEX APPROVED BY [Signature] APPROVED BY [Signature]	DATE 3-12-85 DATE 11-22-85 DATE 3-5-85 DATE 11-22-85 DATE 11-22-85	
SYMBOL DESCRIPTION LEGEND		FIBER OPTIC ROUTE MAP AND DETAILS PHASE 2 SH 100 OF 132 DWG NO D NET-882-409

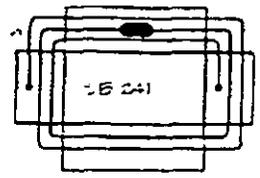
SEE SHEET 97 TO FIXLEY

SEE ABOVE RIGHT



MANHOLE CHART

NO.	LOCATION	SIZE W x L x H	TYPE	FRAME & COVER	REMARKS	DATE I.P.
241	1225 - 20	3' 4" x 4'	SB	MSD UP		



SB 241 TO SB 2A

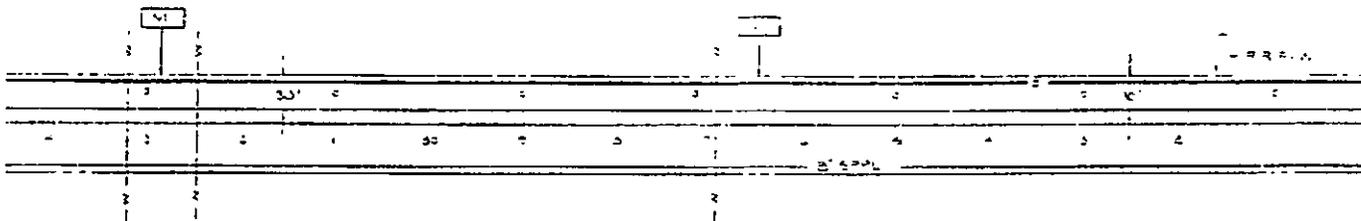
3284 WW
3460' 55

- 1 1' x 5' x 4' 20' 11/2" DIA.
- 2 3251 FLOW FT. IN C
- 3 43 LIN. FT 8" GI.
- 4 9 EA. BURIED C

REVISIONS	
NO.	DESCRIPTION

452 + 04.2
IRR X-ING
452 + 05.2
DWC X-ING

447 + 15
END PIPE



BAKERSFIELD

SEE BELOW LEFT

452 + 04.2
IRR X-ING

449 + 22
SIGNAL BOX

445 + 00
TR OFFSET

446 + 57.1
ELEC X-ING

445 + 00
TR OFFSET

447 + 75
END PIPE

447 + 15
CULVERT

446 + 17.2
END PIPE

445 + 04
SIGNAL BOX

445 + 10
TR OFFSET

443 + 22.1
IRR X-ING

443 + 00
TR OFFSET

441 + 17
FOLE

2

TRENCH 95' OUT FROM THIS SIDE OF PIPE

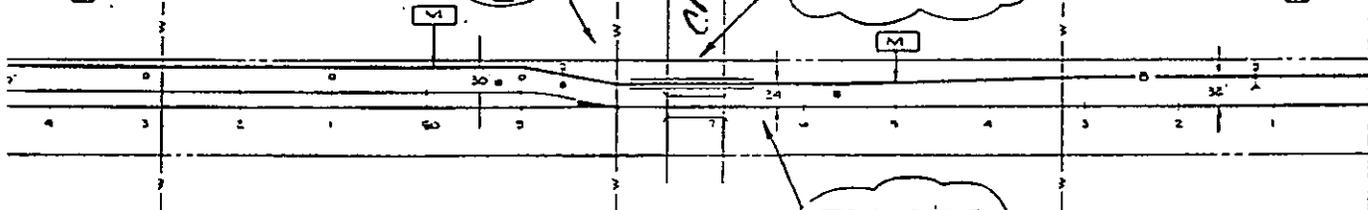
3

CANAL

SEE PROFILE, PUSH OR CORE 120" 4" S.I.P. UNDER CULVERT

6

2
FLOW



N. KEEN WATER STORAGE DIST.

LEADO

TRENCH 20' OUT FROM THIS SIDE OF PIPE

3

SEE SHEET 97 TO LAA

FOR BIDDING PURPOSES ONLY

NOV. 27, '85

BORE)



DRAFTER C CARDIZI	DATE 3-7-85
CHD BY [Signature]	DATE 4/1/85
ENGR MEZ	DATE 3-5-85
APPROVED BY [Signature]	DATE 11-27-85
ISSUED BY [Signature]	DATE 11-22-85

GTE SPRINT

FIBER OPTIC ROUTE MAP AND DETAILS

SYMBOL	DESCRIPTION	SCALE	1" = 50'	SH 16 OF 132	DWG NO. D	NET-882-409
LEGEND	RELEASE NUMBER					

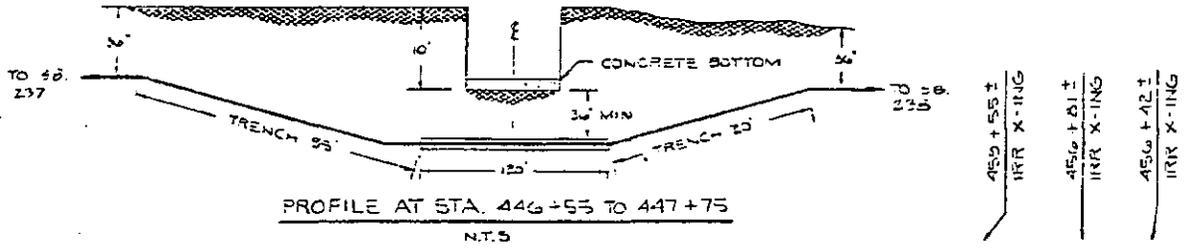
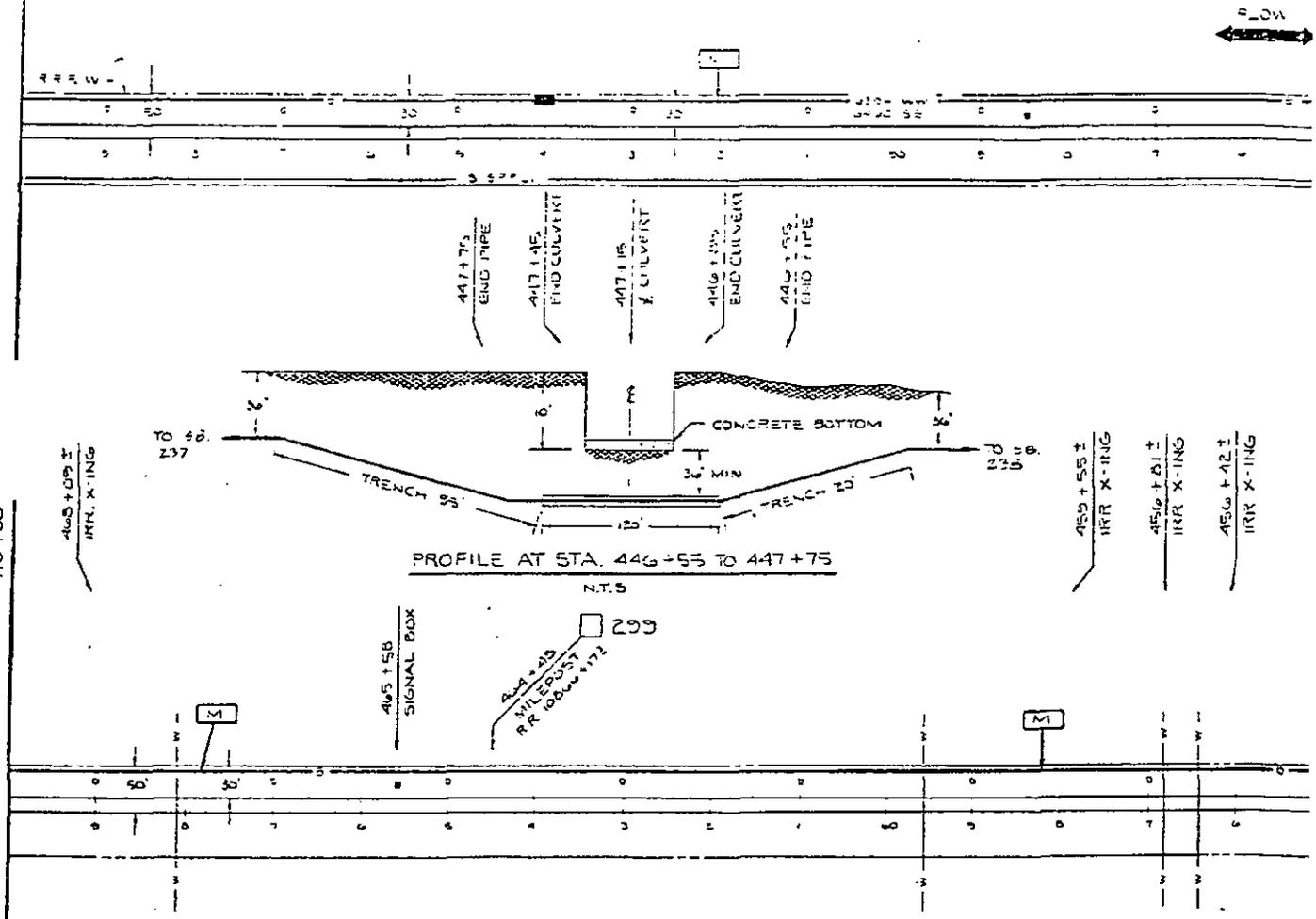
SJC-LAA PHASE 2

SEE SHEET 25 TO TRAIL

SEE ABOVE RIGHT

443+00

470+00

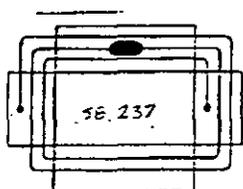


PROFILE AT STA. 446+55 TO 447+75

N.T.S

MANHOLE CHART

NO.	LOCATION	SIZE A x L x H	TYPE	FRAME & COVER	REMARKS	DATE F.
237	446+55	36 x 48	SB	HAD LID	SPICE	



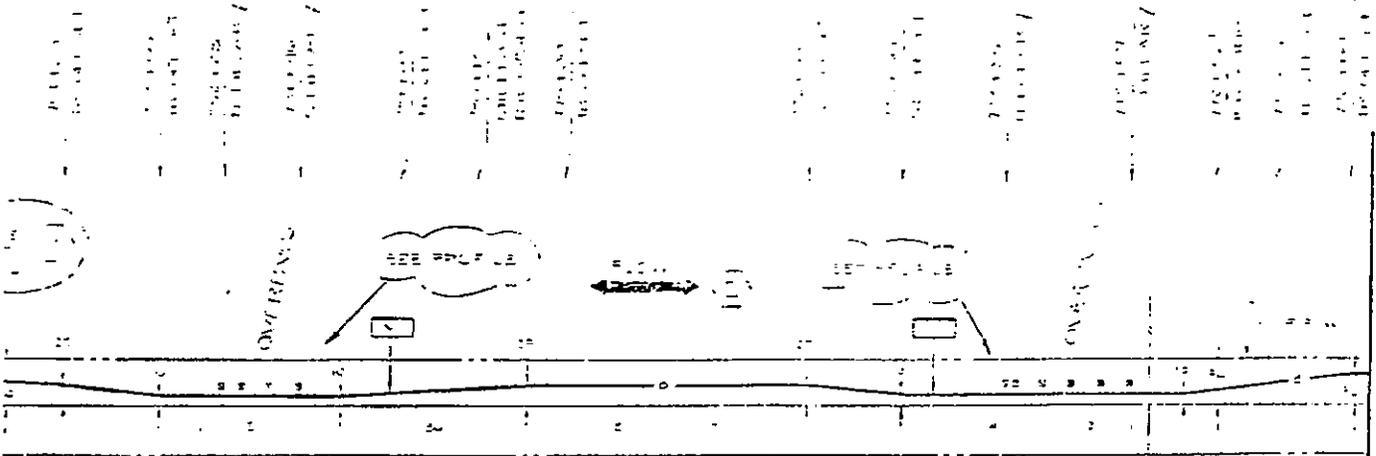
SB. 237 SB. 238

6394 WW
6200' 55

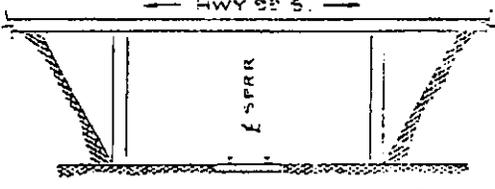
- ① 24" x 4" SB W/WRING LID
- ② 6150 FLOW FT. IN DIRT
- ③ 115 TR. FT. IN DIRT
- ④ 120 LIN FT. 4" G.I.P. (PUSH)
- ⑤ 8 EA BURIED CABLE M

TD 841 000

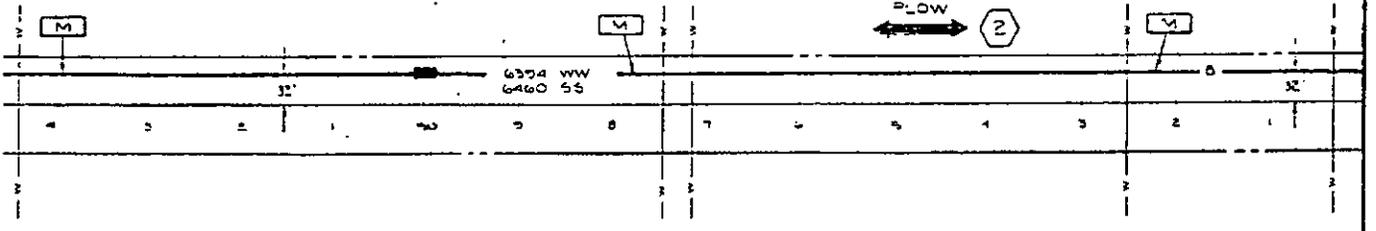
REVISED



BEFORE TO CONST. CONTACT P.A. INSPECTOR 24 HRS IN ADVANCE FOR SCHEDULING WORK HERE THIS AREA APPROVED BY NICA LOCAL P/A INSPECTOR



PROFILE LOOKING NORTH AT STA. 772+57



FOR BIDDING
 PROVIDED ONLY

NOV. 27. '85



DRAFTED C. CAROZZI	DATE 2-20-85
CHECKED BY	DATE
ENGR AL J...	DATE 1-27-85
APPROVED BY	DATE
DATE	DATE
SCALE 1" = 100'	
SYMBOLS	DESCRIPTION
LEGEND	RELEASE NUMBER

GTE SPRINT

FIBER OPTIC ROUTE MAP AND DETAILS

NOV 27 1985 SJC-LAA PHASE 2

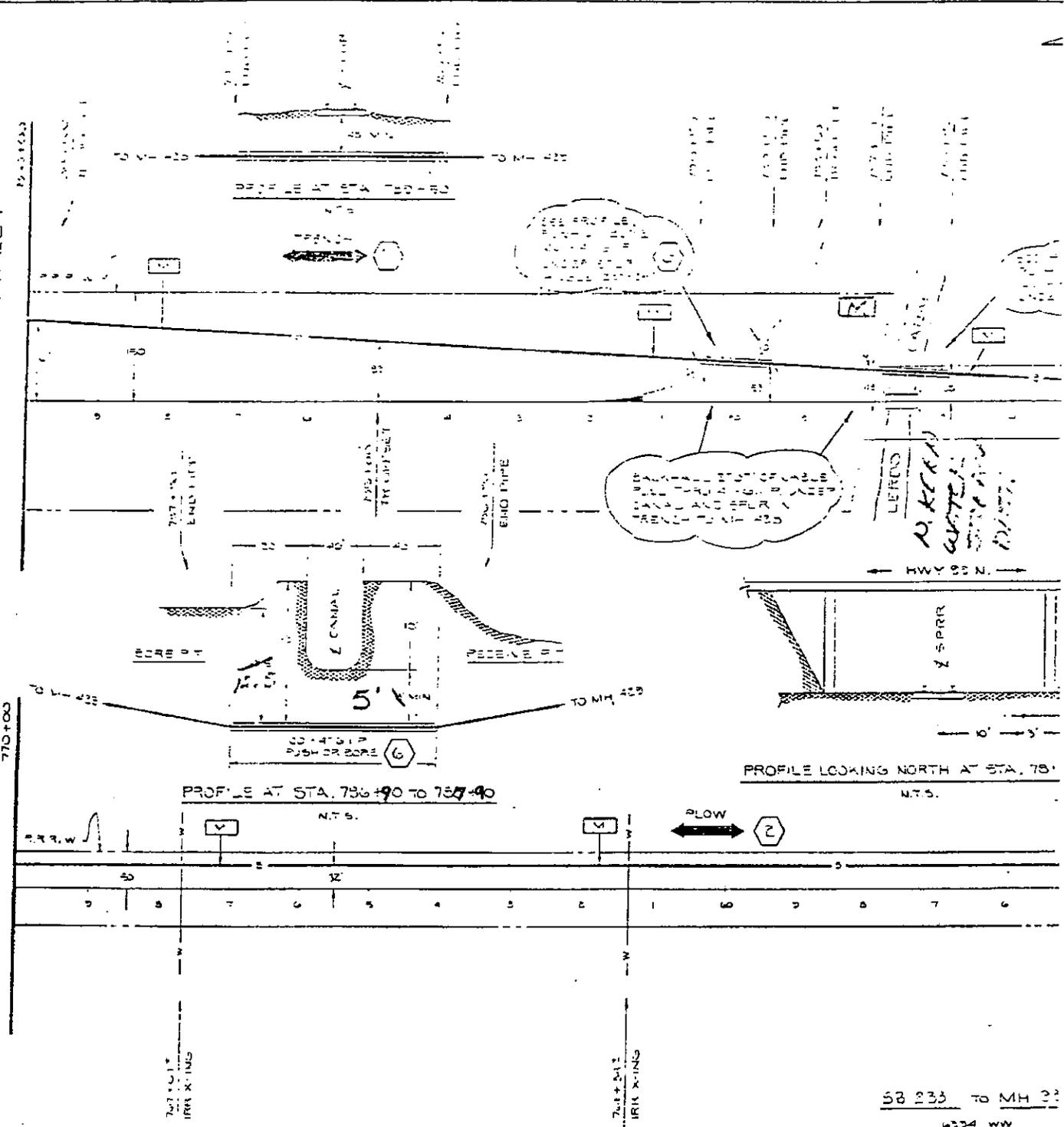
SH 01 OF 122 DWG NO. D NET-882-409

SEE SHEET 82-100

SEE SHEET 82 TO LAA

SEE SHEET 90 TO MIXLEY

SEE ABOVE RIGHT



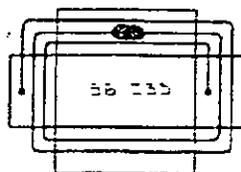
PROFILE AT STA. 736+90 TO 737+90

PROFILE LOOKING NORTH AT STA. 75'

MANHOLE CHART

NO.	LOCATION	SIZE W x L x H	TYPE	FRAME COVER	REMARKS	DATE PL.
235	1750-22	3' AS X 4'	SB	RUB LIC	SPICE	

- ① 3' AS X 4' SB W/ HING
- ② 6334 FLOW FT IN
- ③ 10 EA EUP-EC



SB 235 TO MH 23

6334 WW
6400' SB

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2E



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

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

February 9, 2026

TO: ENGINEERING COMMITTEE
Directors Ackerknecht and Mitchell, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Approve Issuance of Standard Form District License Agreement to Lennar Homes of California LLC

RECOMMENDED MOTION:

“Authorize the execution of a standard form District license agreement to Lennar Homes of California LLC for constructing, operating, and maintaining a water pipeline across the Calloway Canal North of 7th Standard Road.”

DISCUSSION:

Lennar Homes of California LLC (“Lennar”) has requested approval to construct, operate, and maintain a water pipeline across the Calloway Canal north of 7th Standard Road to serve the new homes that are being constructed east of the Calloway Canal. Lennar’s engineer has submitted construction drawings, legal description, and the certificate of insurance, which District staff have reviewed and find acceptable. Staff recommends executing a standard form District license agreement (Exhibit “A”) with Lennar, subject to legal counsel’s approval.

Attachments:

Exhibit “A” – License Agreement

LICENSE AGREEMENT

THIS AGREEMENT, dated _____ (the "Effective Date"), **North Kern Water Storage District**, a water storage district duly organized and existing under and by virtue of the laws of the State of California, hereinafter called "District, and **Lennar Homes of California, LLC**, a California limited liability company, hereinafter called "Lennar". Lennar, and any party to which Lennar might assign all or a portion of its rights hereunder, is occasionally referred to in this Agreement as a "Licensee".

WITNESSETH THAT:

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

Section 35, Township 28 South, Range 25 East, MDB&M, the centerline and facility boundary of which are particularly described in Exhibit "A", attached hereto and made a part hereof.

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

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

4. Termination--Term. This Agreement shall continue in effect until the earlier of (i) **20** years following the Effective Date, whereupon this Agreement shall terminate automatically unless renewed by written agreement signed by the District, or (ii) until terminated by District as provided for under paragraph 11. Licensee may, at any time and from time to time by delivering a quitclaim deed to District, terminate this

Agreement as to all of the premises, and this Agreement shall automatically terminate if Licensee shall not use or maintain its facilities for a period of **two (2) years**.

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

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

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

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

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

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

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

them to a contour and condition satisfactory to District. If Licensee shall fail within such period to remove its facility and restore the premises, then the facility and appurtenances shall be and become the property of District absolutely, and District, at its option, may leave the same in its location or remove the same and restore the ground for the account of Licensee and Licensee agrees to reimburse District for the reasonable cost thereof upon demand.

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

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

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

(b) Notwithstanding the terms and conditions of paragraph 13(a) above, Licensee agrees that upon completion by a Utility Owner ("defined below") of the construction and installation of that Utility Owner's utility crossing in, over, under, along and through the facility, Licensee shall partially assign its rights, duties and obligations under this Agreement to the extent necessary to bind Utility Owner to this Agreement as it pertains to that Utility Owner's utility crossing. Each Utility Owner is identified in Exhibit "C", attached hereto and made a part hereof, and is deemed approved to receive such partial assignment by way of execution of the form of Assignment and Assumption Agreement attached hereto as Exhibit "D" and made a part hereof. Upon entering into the Assignment and Assumption Agreement, Utility Owner shall be deemed a Licensee under this Agreement.

14. District Cost Reimbursement. Licensee agrees to reimburse District for all reasonable and necessary engineering, staff and construction expenses incurred by District, including those incurred prior to the execution of this Agreement, in regard to the preparation of this Agreement and District's performance under provisions of this Agreement, incurred by District pursuant to this Agreement subject to Licensee's approval, such approval not to be unreasonably withheld.

The District shall be entitled to inspect the work performed by Licensee or its agents at all times. The Licensee shall reimburse the District for its inspection costs which will be based on the schedule of the project and the hours spent by a District representative at the job site. In the event the schedule extends beyond the submitted project schedule the Licensee shall reimburse the District for those additional costs of inspection. The District shall submit invoices from its chosen inspection service to the Licensee on a rolling basis and the Licensee shall make payment to the District within fifteen (15) days of the mailing of said invoices.

15. Entire Agreement. This Agreement constitutes the entire agreement between District and Licensee as to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings between them

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

- Exhibit A - Legal Description and Drawing of Facility
- Exhibit B - Certificate of Insurance
- Exhibit C – Utility Owner Index
- Exhibit D- Assignment and Assumption Agreement

A consideration of \$12,000 payable to North Kern Water Storage District is to accompany the properly executed License Agreement to cover costs and legal fees.

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

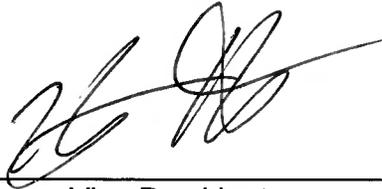
NORTH KERN WATER STORAGE DISTRICT

By _____
President

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

and By _____
Secretary

Address:
5 River Park Place East, Suite 210,
Fresno, CA 93720


By _____
Vice-President

Attorney-in-Fact _____

(SEAL)

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

ACKNOWLEDGMENT

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

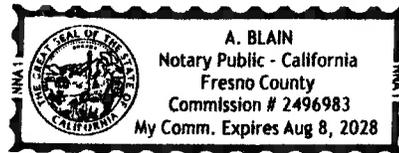
State of California
County of Fresno)

On January 29, 2026 before me, A. Blain, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature A. Blain (Seal)

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 2F



Administration: P.O. Box 81435
Bakersfield, CA 93311
office: (661) 393-2600
fax: (661) 393-6884

Water Orders Operations: 33380 Cawelo Ave
Bakersfield, CA 93311
office: (661) 393-3333
www.northkernws.com

February 9, 2026

TO: ENGINEERING COMMITTEE
Directors Ackerknecht and Mitchell, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Approve Well Property Exchange with Demeter Agricultural Properties II LLC

RECOMMENDED MOTION:

1. Accept replacement well property from Demeter to North Kern for well 88-29-39
2. Approve Quitclaim of the old well property to Demeter from North Kern for well 88-29-39

DISCUSSION:

As discussed at prior Board meetings, approximately 15% of the District's existing well field consists of wells constructed in the 1950s. The District is replacing these aging wells with new facilities.

One of the wells scheduled for replacement under the 2022 Drought Response Program grant is Well 88-29-39. The District currently owns a 25' x 25' parcel at this location. To accommodate the construction of the replacement well, staff requested that Demeter, the adjacent landowner, provide a larger site measuring 40' x 40'.

Demeter agreed to quitclaim and convey the new site for the replacement well (Exhibit "A"). In exchange, Demeter requested that the District quitclaim its existing 25' x 25' property to Demeter. The quitclaim deed from North Kern to Demeter is provided as Exhibit "B."

Staff recommends Board approval to authorize execution of the documents referenced above.

Attachments:

Exhibit "A" – Accept Well Property from Demeter to North Kern
Exhibit "B" – Well Property Quitclaim to Demeter from North Kern

EXHIBIT "A"

Recording requested by and return to:
North Kern Water Storage District
P.O. Box 81435
Bakersfield, CA 93380

This Document is being recorded
For the benefit of North Kern Water
Storage District
Government Code Section 6103

This Document is exempt from Documentary Transfer Tax

_____ Declarant, of YOUNG WOOLDRIDGE, District's Attorneys

QUITCLAIM DEED FOR WELL 88-29-39 (NEW)

DEMETER AGRICULTURAL PROPERTIES II, LLC, a Delaware limited liability company "Grantor", hereby quitclaims to **NORTH KERN WATER STORAGE DISTRICT**, a water storage district organized and existing under Division 14 of the Water Code, hereinafter called "Grantee", all interest in that real property situated in Kern County, California, described in Exhibits A" attached hereto and as shown on the map attached on Exhibit B" both made a part hereof.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this 29th day of January, 2026.

DEMETER AGRICULTURAL PROPERTIES II, LLC
a Delaware limited liability company

By: Westchester Group Management, LLC., its
Agricultural Manager

By: Mark Celmo

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On January 29, 2026 before me, Steven Piggott, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

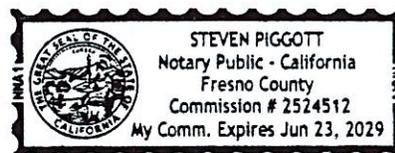


EXHIBIT 'A'
LEGAL DESCRIPTION
REPLACEMENT WELL 88-29-39

ALL THAT PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 25 EAST, M.D.M., COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE NORTH 89°43'33" WEST ON AND ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1638.27 FEET; THENCE DEPARTING FROM SAID NORTH LINE SOUTH 00°00'00" EAST, A DISTANCE OF 113.98 FEET TO THE TRUE POINT OF BEGINNING;

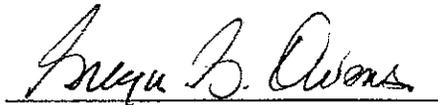
THENCE (1) SOUTH 50°43'58" EAST, A DISTANCE OF 40.00 FEET;

THENCE (2) SOUTH 39°16'02" WEST, A DISTANCE OF 40.00 FEET;

THENCE (3) NORTH 50°43'58" WEST, A DISTANCE OF 40.00 FEET;

THENCE (4) NORTH 39°16'02" WEST, A DISTANCE OF FEET 40.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1600 SQ. FT.



GREGORY G. OWENS, PLS 4657
EXPIRES 9/30/27
PREPARED 10-15-2025



EXHIBIT 'B'

APN 060-110-28

SECTION 35



NORTH LINE OF SECTION 35

$N89^{\circ}43'33''W$

1638.27'

NE CORNER
SEC. 35, 26/25

113.98
 $S00^{\circ}00'00''E$

CENERLINE
8-29 CANAL
 $N51^{\circ}01'52''W$
CANAL LOCATED BY FIELD SURVEY

$S39^{\circ}16'02''W$
40.00'

$S50^{\circ}43'58''E$
40.00'

$N50^{\circ}43'58''W$
40.00'

$S39^{\circ}16'02''W$
40.00'

NEW NKWSD WELL 88-29-39

NOVEMBER 06, 2025 GGO



1830 22nd STREET BAKERSFIELD, CA. 93301
PH. (861) 323-4600 FAX (861) 323-4674

NEW WELL NO. 88-29-39
NORTH KERN WATER STORAGE DISTRICT
APN 060-110-28 SECTION 35, 26/25 MDM

Recording requested by and return to:
DEMETER AGRICULTURAL PROPERTIES II

Mail tax statements to:
DEMETER AGRICULTURAL PROPERTIES II

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

Signature of Declarant, or Agent determining tax - Firm Name

QUITCLAIM DEED FOR WELL EASEMENT (OLD)

NORTH KERN WATER STORAGE DISTRICT, a California water storage district, hereinafter called "Grantor", hereby quitclaims to **DEMETER AGRICULTURAL PROPERTIES II, LLC**, a Delaware limited liability company "Grantee", all interest in that real property situated in Kern County, California, described in Exhibits A" attached hereto and as shown on the map attached on Exhibit B" both made a part hereof.

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

NORTH KERN WATER STORAGE DISTRICT

By: _____
President

By: _____
Secretary

EXHIBIT 'A'
LEGAL DESCRIPTION
QUITCLAIM WELL 88-29-39

PARCEL 1 (APN 060-110-13)

ALL THAT PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 25 EAST, M.D.M., COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE NORTH 89°43'33" WEST ON AND ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 1694.10 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 64.50 FEET TO THE TRUE POINT OF BEGINNING, HEREINAFTER REFERRED TO AS POINT 'L';

THENCE (1) CONTINUING SOUTH 00°00'00" WEST, A DISTANCE OF 25.00 FEET;

THENCE (2) NORTH 90°00'00" WEST, A DISTANCE OF 25.00 FEET;

THENCE (3) NORTH 00°00'00" EAST, A DISTANCE OF 25.00 FEET;

THENCE (4) SOUTH 90°00'00" EAST, A DISTANCE OF 25.00 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.014 ACRES, MORE OR LESS

PARCEL 2

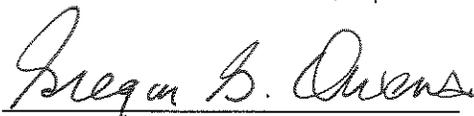
A STRIP OF LAND TEN (10) FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE ABOVE-MENTIONED POINT 'L', THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 22.27 FEET TO THE TRUE POINT OF BEGINNING;

THENCE (1) SOUTH 52°00'00" WEST, A DISTANCE OF 6.14 FEET;

THENCE (2) SOUTH 53°40'00" WEST, A DISTANCE OF 55.00 FEET, MORE OR LESS, AND TERMINATING AT THE CENTER LINE OF THE 9-26 CANAL, THE SIDE LINES OF SAID STRIP TO BE EXTENDED OR SHORTENED TO BEGIN AT THE BOUDARY OF PARCEL 1 AND END AT THE CENTER LINE OF THE 9-26 CANAL.

CONTAINING 0.014 ACRES, MORE OR LESS



GREGORY G. OWENS, PLS 4657
EXPIRES 9/30/27
PREPARED 11-06-2025



EXHIBIT 'B'



APN 060-130-13

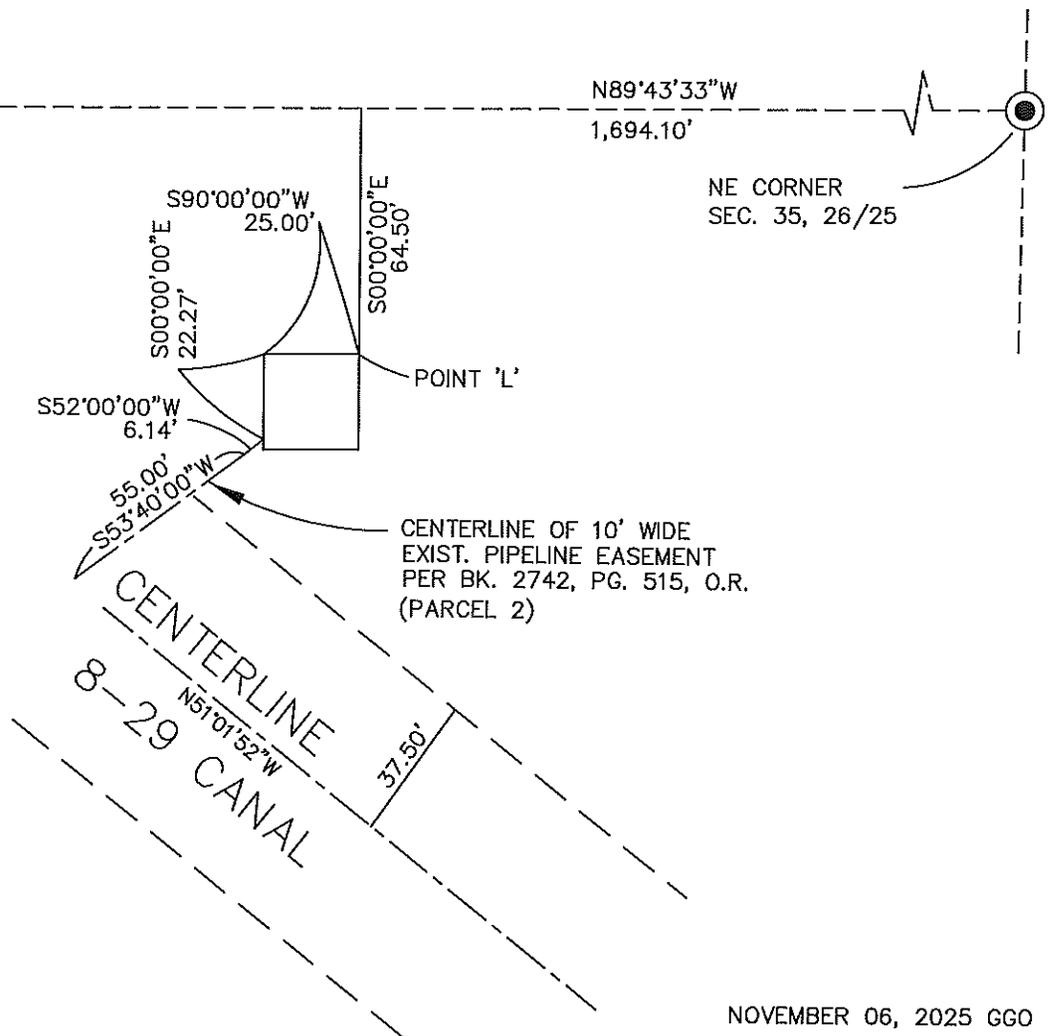
SECTION 35

SCALE: 1"=50'

ABANDONED WELL

NO. 88-29-39

APN 060-110-13



NOVEMBER 06, 2025 GGO



1930 22nd STREET BAKERSFIELD, CA. 93301
PH. (661) 323-4800 FAX (661) 323-4874

ABANDONED PIPELINE EASEMENT
NORTH KERN WATER STORAGE DISTRICT
APN 060-110-13 SECTION 35, 26/25 MDM

EXHIBIT 'B'

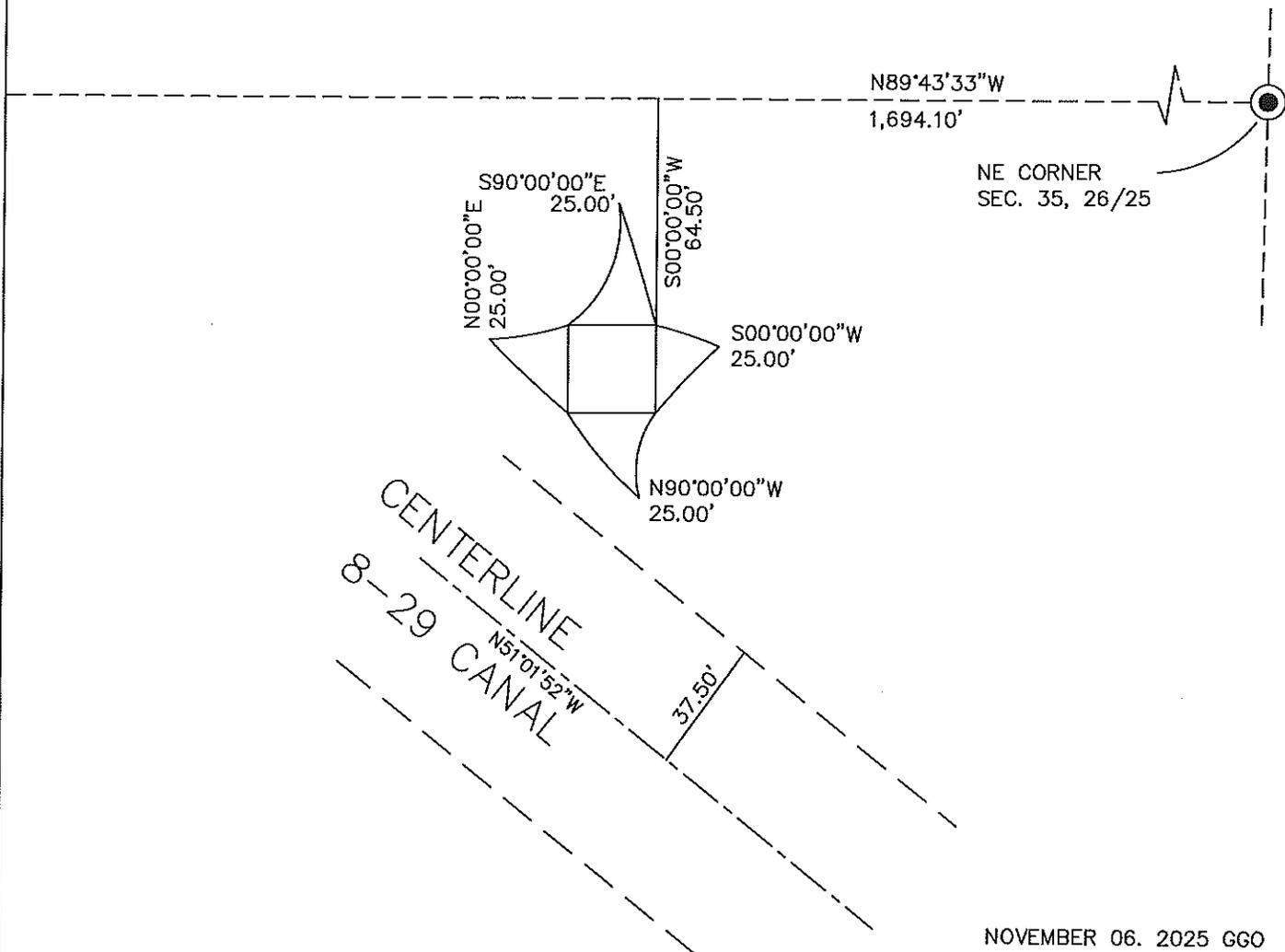


APN 060-130-13

SECTION 35

SCALE: 1"=50'

ABANDONED WELL
NO. 88-29-39
APN 060-110-13



NOVEMBER 06, 2025 GGO



1930 22nd STREET BAKERSFIELD, CA. 93301
PH. (861) 323-4600 FAX (861) 323-4674

ABANDONED WELL NO. 88-29-39
NORTH KERN WATER STORAGE DISTRICT
APN 060-110-13 SECTION 35, 26/25 MDM

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 3A

KERN RIVER WATERMASTER

achianello@krwatermaster.org

To: Kern River Interests

February 9, 2026

From: Art Chianello
Kern River Watermaster

RE: Report of Recent Activities

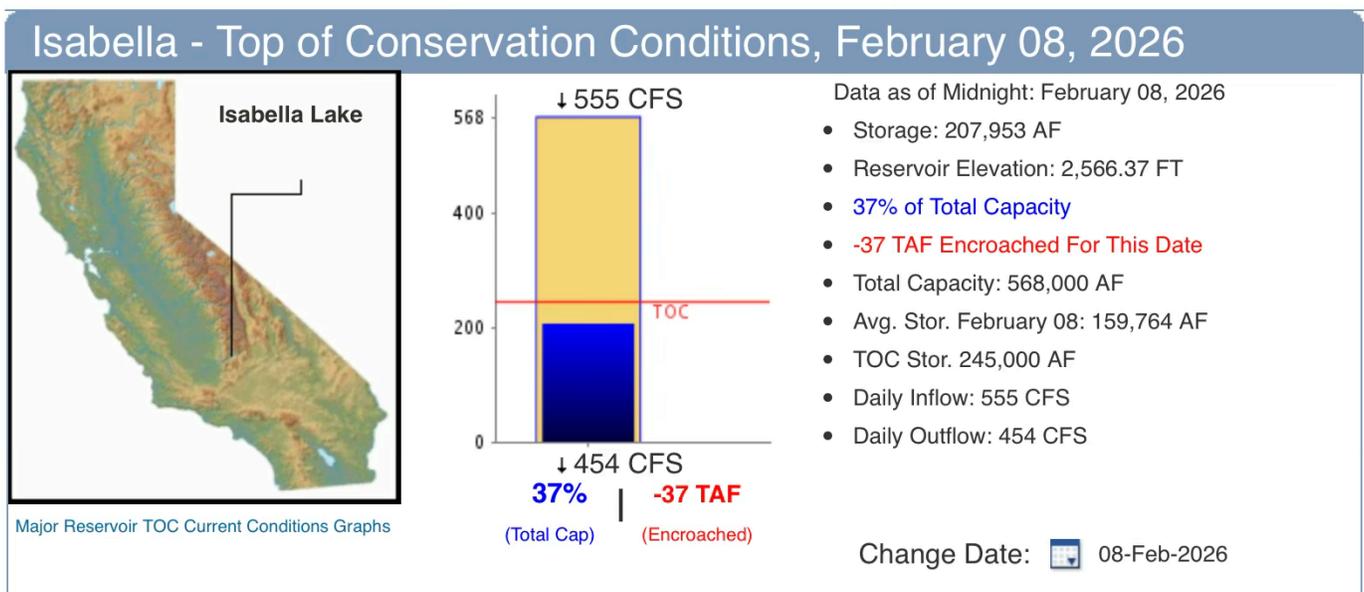
Tulare Basin Precipitation - The southern third of the Central Valley is represented by CDEC's Tulare Basin 6-Station Index. As of February 8th, the accumulated year-to-date precipitation for Water Year 2026 is 96% of average.

Early April-July Forecast - The CNRFC February 8th April-July forecast for the Kern is 84% of average.

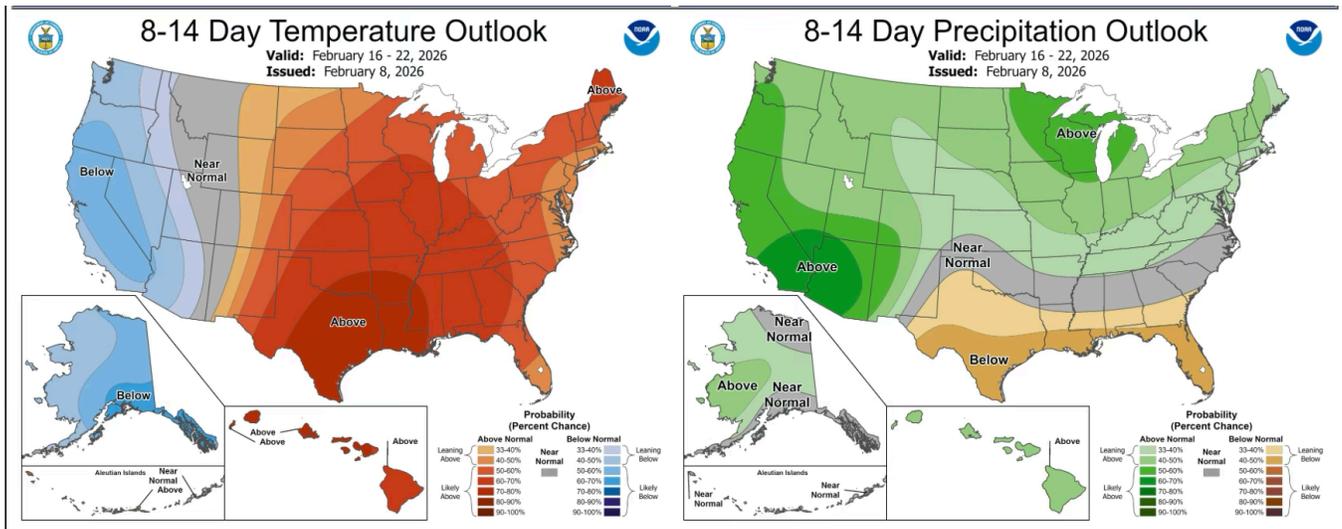
Snow Water Equivalent - The average February 1, 2026 snow-course readings correspond to 72% of the April 1 SWE. The February 1, 2025 survey corresponded to 39%. However, the SWE percentage continues to decline each day without precipitation.

Kern River Watershed Runoff - The Kern River's inflows into Isabella in percent of historic monthly average for Water Year 2026 are, October 140%, November 143%, December 119%, and January 156%.

Isabella Reservoir Storage - The storage at midnight on February 8th was 207,953 ac-ft. The average storage for this date is 159,764 ac-ft.



Short Term Forecast - The National Weather Service Climate Prediction Center for February 16-22, 2026 shows below-normal probability for temperature and above-normal probability for precipitation.



Army Corps Communications and Coordination - The final weekly reservoir storage operations update to the Corps was provided during the last week in January. On February 1, the top of conservation storage changed to 245,000 ac-ft according to the storage curve.

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

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 3B



BOARD OF DIRECTORS' MEETING

Date: Thursday, February 5, 2026
Time: 1:30 P.M.
Location: Rosedale-Rio Bravo WSD, 849 Allen Road, Bakersfield, CA 93314

AGENDA

- 1. CALL TO ORDER**
- 2. ANNOUNCEMENT OF QUORUM**
- 3. INTRODUCTIONS**
- 4. PUBLIC COMMENT**
- 5. BOARD MEETING MINUTES**
 - a. APPROVAL of November 6, 2025, Board Meeting Minutes*
- 6. TREASURER/FINANCIAL REPORT**
 - a. November and December 2025 and January 2026 Accounts Payable/Receivable Ratification*
- 7. APPOINTMENT OF OFFICERS***
 - a. President
 - b. Vice President
 - c. Treasurer
- 8. ADMINISTRATIVE**
 - a. Set/Confirm Meeting Date and Time*, First Thursday of the month at 1:30
 - b. New Lease, 37 Month Lease, First Month Free*
 - c. Form 700, Due April 1, 2026
- 9. KRWCA MANAGER REPORT/ILRP PROGRAM UPDATE**
 - a. Administrative:
 - i. Member Reporting Update
 - ii. CVRWQCB Compliance
 - b. Outreach and Education:
 - i. Winter Outreach Meetings, 3:00 PM to 5:00 PM: Zoom January 13, 2026,

Posted pursuant to Government Code § 54954.2(a) at least 72 hours prior to said meeting.

By: Nicole M. Bell Date: February 2, 2026

Per Govt. Code § 54953.2 and § 54961, requests for a disability-related modification or accommodation, including auxiliary aids or services, to attend or participate in this meeting should be made to Nicole Bell (phone 661-616-6500) in advance of the meeting to ensure availability of the requested service or accommodation.



1. In-Person January 15, 2026.

10. NITRATE CONTROL PROGRAM MANAGEMENT ZONE

- a. Kern Water Collaborative (KWC) Update:
 - i. Application, Well Test and Water Delivery Update
 - ii. FMZP/EAP, submission 2/16/2026
 - iii. Community Outreach and Engagement
 - 1. <https://KWCMZ.org>
- b. SGMA Coordination:
 - i. NGO/Non-Profit Coordination Meetings
 - ii. KMEC Member

11. REPORT OF PROVOST & PRITCHARD CONSULTING GROUP

- a. General Program Updates

12. CV-SALTS www.cvsalinity.org

Manager Bell and Land IQ represent KRWCA at the Monthly CV-SALTS Meetings. Information related to CVSALTS is available at www.cvsalinity.org.

13. OLD OR NEW BUSINESS

14. ATTORNEYS REPORT

15. CLOSED SESSION

- a. Conference with Legal Counsel - Pending Litigation - Government Code Section 54956.9(d)(1)
 - i. Pacific Coast Federation, etc., et al. v. Karl Stock, et al., U.S. Court of Appeal (9th Circuit), Case No. 23-15599.
- b. Conference with Legal Counsel – Anticipated Litigation/Significant exposure to litigation- Government Code Section 54956.9(d)(2). One item.
- c. **Public Employee Performance Evaluation Government Code Section 54957*:**
 - i. **Position: Manager, January 1**

16. RECONVENED and REPORT from CLOSED SESSION - Gov't. Code section 54957.1.

17. KRWCA & KWC MEETING ATTENDANCE HIGHLIGHTS – INFORMATION ITEM

- a. 11/7, ILRP Coalition Leads Meeting
- b. 11/12, MZ and CVSALTS Workshop
- c. 11/13, CVSALTS/CVSC Meetings
- d. 11/17, CVGMC Meeting
- e. 11/19, 2nd Expert Panel Meeting
- f. 12/12, KWC Board Meeting
- g. 12/12, 2nd Expert Panel Meeting
- h. 12/16, All CV ILRP Coalition's Meeting
- i. 12/16, KMEC Meeting
- j. 12/17, 2nd Expert Panel Meeting



- k. 12/23, MZ Leadership Meeting
- l. 1/5, KWC Budget Small Group Meeting
- m. 1/7, SSJV MPEP/CVSALTS Meeting
- n. 1/9, KWC Board Meeting
- o. 1/12, CVGMC Meeting
- p. 1/13, MZ Leaders Meeting
- q. 1/13, Winter Outreach Meeting, Zoom
- r. 1/14, 2nd Expert Panel Meeting
- s. 1/15, CVSALTS/CVSC Executive Committee Meeting
- t. 1/15, Winter Outreach Meeting, In-Person
- u. 1/20, Meeting with CVRWQCB-Modesto Resolution
- v. 1/21, 2nd Expert Panel Meeting
- w. 1/23, MZ Leadership Meeting
- x. 1/27, MZ DMS Development Meeting
- y. 1/29, Meeting with CVRWQCB-Modesto Resolution
- z. 1/29, 2nd Expert Panel Meeting
- aa. 1/30, Meeting with CVRWQCB-Modesto Resolution
- bb. 1/30, PEOC Meeting
- cc. 2/4, SSJV MPEP/CVSALTS Meeting with CVRWQCB
- dd. 2/4, Meeting with CVRWQCB-Modesto Resolution

18. NEXT MEETING*

To Be Determined. Next regularly scheduled meeting is March 5, 2026.

19. ADJOURN

“*” Notates an action item (Approval/Ratification)

NORTH KERN WATER STORAGE DISTRICT
Board Meeting

Agenda Item 5A

**Monthly Consulting Engineers' Report for
North Kern Water Storage District**



Summary of Project Activity in January 2026

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 01/31/2026	Budget	Percent Utilized	Budget Projection
General Services 2026	2607800	\$17,236	\$60,000	29%	100%
SGMA Implementation Support 2026	2607820	\$540	\$18,000	3%	100%
High Speed Rail	1605740	\$297,247	\$315,247	94%	100%
WDI Phase 3 and Calloway Canal Lining	2004274	\$301,376	\$327,300	92%	100%
Calloway Canal Lining 7 th Standard – 8-1 Backup Weir	2301760	\$5,276	\$75,000	7%	100%
Calloway Canal Lining CVC Intertie to Kern River	2501451	\$19,751	\$123,834	16%	100%
Well Siting for Groundwater Banking	2200344	\$195,811	\$278,400	70%	90%
2020 DRP Return Capacity Improvements	2101445	\$13,894	\$38,500	36%	100%
2022 DRP Return Capacity Improvements Grant Administration	2301770	\$10,298	\$25,000	41%	100%
2022 DRP Return Capacity Improvements Design and Bidding	2503604	\$89,883	\$175,000	51%	100%
Partnership Project DRP Return Capacity Improvements Grant Administration	2501449	\$2,633	\$35,000	8%	100%
Partnership Project DRP Return Capacity Improvements NEPA	2600352	\$0	\$38,000	0%	100%
2026 Grant Applications	TBD	\$0	\$48,000	0%	100%
Landowner Groundwater Banking Program	2300158	\$25,046	\$56,050	45%	100%
2025 AWMP Update	2505251	\$39,164	\$45,000	87%	100%
Young Wooldridge Program Support	2305891	\$106,256	\$247,524	43%	100%

2. Active Projects

General Services 2026 (GEI Project No. 2607800)

January activity focused on supporting the district with continued efforts to reconcile costs for sections of the Calloway Canal Lining project, as well as other routine tasks such as preparing board reports, participating in meetings, and general mapping efforts.

Upcoming Deliverables: none.

Active Task Order No.: 26-01

Budget Status: \$17,236 expended of \$60,000 budget (29%)

Budget Forecast: This project is likely to exceed the authorized budget due to analytical and field labor costs of Title 22 sampling at the Friant-Kern Canal Pump-In wells. An estimate of the budget impact will be provided in March.

SGMA Implementation Support 2026 (GEI Project No. 2607820)

January activity included coordination in spring monitoring and reporting activities.

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

Active Task Order No.: 26-02

Budget Status: \$540 expended of \$18,000 budget (3%)

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

High Speed Rail (GEI Project No. 1605740)

Activity in January included preparation of documentation of outstanding reimbursement requests.

Upcoming Deliverables: Finalize Prepare and submit invoice package 88; prepare Rate Increase letter.

Active Task Order No.: 23-09 Addendum 1 (Add-on to 20-07, 19-07, 18-09, and 02-2017), 26-04

Budget Status: \$297,247 expended of \$315,247 budget (94%)

Budget Forecast: The budget is intended to last through 2026. As needed, a task order for future activity will be submitted to the District.

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

Activities related to Grant Administration and Reporting:

- The project completion report for the DWR grant for canal lining was finalized and submitted.

Activities related to WDI Contract Management:

- Minimal activity included coordination with Reclamation about the scope modification and time extension.

Upcoming Deliverables: Prepare scope modification request for 2019 Reclamation grant; prepare project completion report for 2020 Reclamation grant.

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

Budget Status: \$301,376 expended of \$327,300 budget (92%)

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)

Activity in January was related to project coordination as construction bidding activity begins.

Upcoming Deliverables: None at this time.

Active Task Order No.: 23-06

Budget Status: \$5,276 expended of \$75,000 budget (7%)

Budget Forecast: A Task Order was submitted for contracting and construction administration support.

Calloway Canal Lining CVC Intertie to Kern River (GEI Project No. 2501451)

CVC Intertie to Fruitvale Avenue

Minimal project management related activities were performed in January.

Fruitvale Avenue to Case Street

GEI continued to coordinate with staff (Reclamation and District) and conduct project management activities.

Case Street to Arrow Street

No activity in January.

Arrow Street to Kern River

No activity in January.

Upcoming Deliverables: Submit NEPA documentation to Reclamation.

Active Task Order No.: 23-08

Budget Status: \$19,751 expended of \$123,834 budget (16%)

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.

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

Minimal effort is related to ongoing coordination with Reclamation. Increased effort is expected in February/March to complete the draft well siting study, which documents groundwater conditions and justifies future well locations.

Upcoming Deliverables: Final Well Siting Study.

Active Task Order No.: 22-03

Budget Status: \$195,811 expended of \$278,400 budget (70%)

Budget Forecast: 90%

2020 DRP Return Capacity Improvements (GEI Project No. 2101445)

No activity in January.

Upcoming Deliverables: Final grant report.

Active Task Order No.: 21-06

Budget Status: \$13,894 expended of \$38,500 budget (36%)

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

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

No significant activity in January.

Upcoming Deliverables: None.

Active Task Order No.: 23-07

Budget Status: \$10,298 expenditure of \$25,000 budget (41%)

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

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

Activity in January included sending the 90% design plans to the district for review, addressing comments, project team coordination, and initiating the pre-construction biological surveys.

Upcoming Deliverables: 90% plans and specifications

Active Task Order No.: 25-05

Budget Status: \$89,883 expended of \$175,000 budget (51%)

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 DRP Return Capacity Improvements Grant Administration (GEI Project No. 2501449)

Activity in January included NEPA coordination with Reclamation.

Upcoming Deliverables: NEPA documentation.

Active Task Order No.: 25-03

Budget Status: \$2,633 expended of \$35,000 budget (8%)

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.

Partnership Project DRP Return Capacity Improvements NEPA (GEI Project No. 2600352)

No activity during the month of January.

Upcoming Deliverables: new project

Active Task Order No.: 25-03

Budget Status: \$0 expended of \$38,000 budget (0%)

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

2026 Grant Applications (GEI Project No. TBD)

No activity in January.

Upcoming Deliverables: Monitor funding opportunities.

Active Task Order No.: 26-05

Budget Status: \$0 expended of \$48,000 budget (0%)

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

Landowner Groundwater Banking Program (GEI Project No. 2300158)

No activity during the month of January.

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.

2025 Ag Water Management Plan Update (GEI Project No. 2505251)

Activity as of January includes updated all sections including the water budget after receiving data from Todd Groundwater that is consistent with the GSP water balance. Sent draft plan to district for review.

Upcoming Deliverables: Address District comments.

Active Task Order No.: 25-06

Budget Status: \$39,164 expended of \$45,000 budget (87%)

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

3. Closed Projects

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

Activity in January was related to working to resolve flowmeter issue and project closeout.

Upcoming Deliverables: Project closeout.

Active Task Order No.: 24-04

Budget Status: \$242,350 expended of \$250,565 budget (97%)

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

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: \$770,649 expended of \$774,740 budget (99%)

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

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

No activity in January. This project will be closed.

In November 2024, an application for lining approximately one mile of the Calloway Canal from Case Street to Arrow Street was submitted 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.

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 <i>(6,041 LF canal lining, WDI 30 wells and 15 RTUs)</i>	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 January 2026

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 93308
office: (661) 393-2600
fax: (661) 393-6884

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

February 9, 2026

TO: ENGINEERING COMMITTEE
Directors Ackerknecht and Mitchell, Alternate Andrew

FROM: David Hampton and Ram Venkatesan

RE: Approve Amendment No.1 to Grant of Pipeline Easement

RECOMMENDED MOTION:

“Authorize the General Manager to execute the Amendment No.1 to the Grant of Pipeline Easement for the 9-22-126 pipeline.”

DISCUSSION:

The District acquired an easement in 2012 from Farmland Reserve for installing, operating, and maintaining the District’s 9-22-126 pipeline. The County of Kern recently acquired the property on which the pipeline is located.

Exhibit “A” is Amendment No.1 to the Grant of Pipeline Easement for the 9-22-126 pipeline, which ensures the District's continued access to operate and maintain the pipeline.

Staff recommends Board approval for the General Manager to execute the Amendment No.1 to the Grant of Pipeline Easement for the 9-22-126 pipeline.

Attachments:

Exhibit “A” – Amendment No.1 to Grant of Pipeline Easement

RECORDING REQUESTED BY:

**NORTH KERN WATER STORAGE
DISTRICT, AS OFFICIAL BUSINESS**

WHEN RECORDED MAIL TO,
AND MAIL TAX STATEMENTS TO:

**North Kern Water Storage District
P.O. Box 81435
Bakersfield, CA 93380**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

This document is exempt from Documentary Transfer Tax

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

AMENDMENT NO. 1 TO GRANT OF PIPELINE EASEMENT

Parcel 9-22-126 Pipeline

THIS FIRST AMENDMENT TO GRANT OF PIPELINE EASEMENT (this "First Amendment") is executed on _____, 2026 ("Effective Date") by COUNTY OF KERN, a political subdivision of the State of California, ("County and Grantor") and NORTH KERN WATER STORAGE DISTRICT, a California water storage district ("District.")

RECITALS

- A. District acquired an easement for an underground water pipeline pursuant to that certain Grant of Pipeline Easement dated September 17, 2012, and recorded in the Official Records of Kern County as Document No. 0212131279 (the "Easement Deed.")
- B. The District's easement is a permanent nonexclusive easement in gross for ingress and egress and to construct, maintain, operate, and improve a pipeline with related structures, appurtenances, and facilities in, under, over, and across the property described in the Easement Deed.

- C. County is successor in interest to the “Grantor” under the Easement Deed pursuant to County’s purchase in fee title of the property described as a 15,520 square foot portion of Assessor’s parcel number 059-280-22 and a 30,056 square foot portion of Assessor’s parcel number 059-280-41 (collectively, the “Property”) in January 2026.
- D. The Parties wish by this First Amendment to amend the terms and conditions governing (i) District’s ingress and egress rights under the Easement Deed, and (ii) responsibility for costs of relocation of District facilities if required by Grantor.

AMENDMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and District hereby agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Easement Deed.
2. Section 2 of the Easement Deed is hereby deleted in its entirety and is amended and restated as follows:

District shall have the right to use of said permanent non-exclusive easement for ingress to and egress from the District facilities, at any time, without prior notice, together with the right and license to use and to make additions to such private roadways, lanes and rights of way on the lands adjacent thereto, existing at any time, as shall be reasonably necessary for the uses and purposes of exercising the rights herein set forth. PROVIDED, HOWEVER, nothing contained herein shall prevent or limit the right to close such roadways, lanes or rights of way by the owner thereof by termination and/or abandonment, nor shall District acquire any right to demand the continuance of any such roads, lanes or rights of way. Access to the District’s facilities shall be by vehicular and pedestrian ingress and egress through the gate provided by Grantor. District shall carry appropriate identification at all times. District shall provide District locks for the gate, clearly marked as such, in addition to County’s locks with neither lock preventing access by the other.

3. Section 3 of the Easement Deed is hereby deleted in its entirety and is amended and restated as follows:

This easement is subject to all existing structures, fencing, canals, irrigation ditches, laterals, pipelines, roads, lanes, highways, railroads, electrical transmission facilities and telephone and telegraph lines and to all future uses which do not, directly or indirectly interfere with or endanger the exercise of the rights of the District, including but not limited

to the right to use the lands subject to said easement for agricultural purposes and for private roadway, fencing, ditches, laterals, or pipelines; PROVIDED, HOWEVER, District shall have the right to clear and keep clear said permanent easement from explosives, buildings and structures of all kinds or facilities of a permanent nature interfering with the use of said permanent easement and shall have the permanent right of exclusive use and possession within the permanent easement within a distance of one (1) foot of the outside surface of District facilities; PROVIDED, further, Grantor, its successors and assigns, shall not construct, operate, or maintain any additional encroachment in, under, over, along and across the permanent easement, without prior written approval of District's servants or agents, which permission shall not be unreasonably withheld. In the event Grantor requires District to relocate, alter, or modify any of District's facilities constructed or installed within the permanent easement under the proper exercise of its rights provided for herein, Grantor shall be responsible for all actual reasonable costs of such relocation, alteration, or modification.

4. Except as expressly provided for herein, the Easement Deed shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

APPROVED AS TO CONTENT:
Department of Airports

By _____
Bill LaManque, Director

General Services Division

By _____
Michelle Burns-Lusich,
Chief General Services Officer

APPROVED AS TO FORM:
Office of County Counsel

By _____
Joshua H. Rudnick, Deputy

COUNTY OF KERN

By _____
Chair Phillip Peters,
Board of Supervisors

“County”

**NORTH KERN WATER STORAGE
DISTRICT**

By _____
David Hampton, General Manager

“District”