LOCAL AGENCY FORMATION COMMISSION
COUNTY OF KERN, STATE OF CALIFORNIA

Hybrid In-Person/Video-Conference Meeting
To be held at Kern Council of Governments (Kern COG)
1401 19th Street Suite #300
Bakersfield, CA 93301
Regular Meeting of **October 21, 2026** – 5:15 p.m.

COMMISSIONERS	ALTERNATE COMMISSIONERS
David Couch - Kern County BOS	**Vacant** - Kern County BOS
Jeff Flores- Kern County BOS	**Eric Arias** - City of Bakersfield
Andrae Gonzales - City of Bakersfield	**Kyle Blades** - City of Ridgecrest
Gustavo Olvera - City of Shafter	**Martin Hernandez** - Special District
Travis Endicott - City of Ridgecrest	**Mia Arreola** - Public Member
Gary McKibbin** - Special District Member	**Vacant** – Restricted Public Member
Les Clark III - Special District Member	
Vince Zaragoza*- Public Member	
Ginger Mello – Restricted Public Member	

***Chair** ****Vice Chair**

AGENDA

SPECIAL NOTICE REGARDING REMOTE PUBLIC PARTICIPATION

This meeting will be held both at a physical location and as a video conference to assist any health and safety concerns of the panelist and/or participants. The LAFCo Commission, staff and public may choose to participate in-person, or by video conference using the following:

Please use the link below to join the webinar:

https://us06web.zoom.us/j/84122937600?pwd=T7QSTrnmIv7buoYvThze690Glc78FM.1

Passcode: **7161076** Webinar ID: **841 2293 7600**

Members of the public who wish to make written comments during the meeting please email the Clerk at: clerk@kernlafco.org. Every effort will be made to read your comment into the record. If a comment is received after the comment portion of the meeting but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

1. **ROLL CALL**

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **COMMISSIONER REMOTE PARTICIPATION REQUEST, IF ANY** ..... *Vote if Required*
   Consideration of or notification regarding Commissioner remote participation pursuant to applicable provisions of the Ralph M. Brown Act.

5. **APPROVAL OF THE MINUTES**

a. September 16, 2026, Meeting Minutes ..... *Vote Required*

6. **PUBLIC COMMENTS**
   This portion of the meeting is reserved for persons desiring to address the Commission on any matter not on this agenda and over which the Commission has jurisdiction. Speakers are limited to two minutes. Please state your name and address for the record before making your presentation.

7. **DETERMINATION PROCEEDING**

a. 1876 North Edwards Water District ..... *Vote Required*

Annexation 02 (Fountain Trailer Park)
This proposal is to annex approximately 27.3 acres located at 16450 Frontage Road APN 230-080-01. This annexation reflects the district's commitment to formalizing the extension of water services previously approved under LAFCo Proceeding No. 1805. This proposal has 100% landowner consent. The applicant has requested that notice, hearing, and protest hearing be waived. The District has requested a fee waiver as the District is "a small agency dedicated to ensuring safe, reliable water service to disadvantaged populations". CEQA: Notice of Exemption by Applicant ***(Resolution)***

8. **NOTICED PUBLIC HEARINGS**

a. 1878 East Niles Community Services District ..... *Vote Required*

Annexation 44

This proposal is to annex approximately 423.53 acres of five areas located generally between Wilson Road, South Fairfax Road, Weedpatch Hwy. and Redbank Road. This annexation was initiated to add the services of six mutual water systems to the District as part of a grant-funded water system consolidation. The area surrounding the proposed annexation areas consist primarily of residential and agricultural land use. This proposal does not have 100% landowner consent. CEQA: Mitigated Negative Declaration by Applicant. ***(Resolution)***

9. **GENERAL BUSINESS**

a. Approval of Monthly Expense List No. 26-09 ..... *Vote Required*

b. Budget Modification: 5 Year Budget ..... *Vote Required*

c. Executive Officer Miscellaneous Items ..... Informational

10. **COMMISSION ITEMS**

a. Commissioner comments, questions, referrals or announcements

11. **ADJOURNMENT**

Next scheduled meeting **Wednesday, November 18, 2026**

NOTE TO THE PUBLIC

CAMPAIGN CONTRIBUTIONS – If you are an applicant for, or a participant actively supporting or opposing, a proceeding on this agenda involving a license, permit, or other entitlement for use, you are required to disclose contributions exceeding $500 made within the preceding 12 months to a Commissioner. Commissioners may be required to disclose qualifying contributions and refrain from participating in the proceeding. These restrictions may also apply to agents of parties or participants. Please consult LAFCo staff regarding the requirements of the Political Reform Act (Gov. Code § 84308). This statement is not a comprehensive summary of the law.

DISABILITY ACCOMMODATIONS - A request for disability-related accommodations should be made to the Executive Officer no later than 8 days before the need for the accommodation.

For additional information regarding the items listed above please contact the Kern Local Agency Formation Commission at: 5300 Lennox Ave Suite 303, Bakersfield CA 93309, info@kernlafco.org or 661-716-1076.

KERN LOCAL AGENCY FORMATION COMMISSION
STATE OF CALIFORNIA
MINUTES

Kern Council of Governments (Kern COG) Conference Room
1401 19th Street Suite 300
Bakersfield, CA 93301
In-Person and Videoconference
Meeting of September 16, 2026

Pursuant to the Government Code § 54963. et seq., meetings were held both at a physical location and by video/teleconference to attend to any health and safety concerns of the panelist and/or participants.

Regular scheduled meeting was called to order at 5:32 p.m., with Chair Zaragoza presiding.

ROLL CALL

Present:	Clark, Endicott, Flores, McKibbin, Mello, Zaragoza
Absent:	Couch, Gonzales, Olvera
Staff:	Knox, Menchaca, Munoz
Counsel:	Schroeter

Item 09/16/26-1: ***No Determination Required***

INVOCATION: (Agenda Item 2) Led *by Les Clark*

Item 09/16/26-2: ***No Determination Required***

VIDEO CONFERENCE EMERGENCY REQUEST (if necessary): (Agenda Item 4)

Attorney Tom Schroeter announced that Commissioner Endicott was present via teleconference under Government Code Section 54953 no vote conducted or necessary.

Item 09/16/26-3: ***Approved as Presented***

APPROVAL OF MINUTES: (Agenda Item 5) August 19, 2026, Meeting

Chair Zaragoza presented the August minutes; Upon motion of Commissioner ***Flores*** *seconded by Commissioner* ***Clark,*** *IT IS ORDERED: August 19, 2026, Minutes are approved as presented by the following votes:*

AYES:	Clark, Endicott, Flores, McKibbin, Mello, Zaragoza
NAYS:	None
ABSTAIN:	None
ABSENT:	Couch, Gonzales, Olvera

Item 09/16/26-4: ***No Public Comments***

PUBLIC COMMENTS: (Agenda Item 6)

None

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DETERMINATION PROCEEDING: (Agenda Item 7)

Item 09/16/26-5: ***Approved as Motioned Resolution 26-23***

1879 Weldon Regional Water District (Agenda Item 7a)

Executive Officer Knox recommended the Commission consider the resolution initiating dissolution of the Weldon Regional Water District, with Kern LAFCo serving as the applicant and lead agency. The Weldon Regional Water District has remained inactive for six years, with no opportunity to activate the district and begin providing services. Upon motion of Commissioner ***Flores,*** *seconded by Commissioner* ***Clark****, IT IS ORDERED: 1 8 7 9 Weldon Regional Water District: Dissolution Initiation is approved as motioned by the following votes:*

AYES:	Clark, Endicott, Flores, McKibbin, Mello, Zaragoza
NAYS:	None
ABSTAIN:	None
ABSENT:	Couch, Gonzales, Olvera

Item 09/16/26-6: ***No Notice of Public Hearing***

NOTICE OF PUBLIC HEARING: (Agenda Item 8)

None

GENERAL BUSINESS: (Agenda Item 9)

Item 09/16/26-7: ***Approved as Presented***

EXPENSE LIST 26-08 (Agenda Item 9a)

Chair Zaragoza presented Expense List 26-08. Upon motion of Commissioner ***McKibbin****, seconded by Commissioner* ***Zaragoza****, IT IS ORDERED: The general claim set forth in Expense List No. 26-08 is approved for payment, and the Chairman is authorized to certify said list by the following votes:*

AYES:	Clark, Endicott, Flores, McKibbin, Mello, Zaragoza
NAYS:	None
ABSTAIN:	None
ABSENT:	Couch, Gonzales, Olvera

Item 09/16/26-8: ***Informational***

State Legislature: End of Session Report (Agenda Item 9b)

Executive Officer Knox gave an update on 2026 State legislation affecting LAFCo, cities, and special districts, highlighting multiple Senate Bills. He also noted Proposition 43 and 45 on the November ballot and their potential impacts on local agencies and LAFCo. No vote conducted or necessary.

Item 09/16/26-9: ***Informational***

City Assessment (Agenda Item 9c)

Executive Officer Knox discussed the assessment as a screening tool to help guide future Municipal Service Reviews. He highlighted aging infrastructure, staffing, growth, and water challenges. No vote conducted or necessary.

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Item 09/16/26-10: ***Informational***

Executive Officer Miscellaneous Items (Agenda Item 9d.)

- CSDA Legislative Conference
- New staff member for MSR full-time position
- Financial Training Certificates
- Workplace Violence Prevention Training Certificates

Item 09/16/26-11: ***Informational***

COMMISSION ITEMS: (Agenda Item 10)

Commissioner comments, questions, referrals or announcements (Agenda Item 10a.)

- Commissioner Clark apologizes for delayed responses to emails and for not providing documents in a timely manner.
- Chairman Zaragoza asks Executive Officer Knox to provide more information on the MSR/Analyst full-time position. Executive Officer Knox explains the duties to be performed in this role.

Item 09/16/26-12: ***Approved as Presented***

Public Member Alternate Appointment 7th Seat (Agenda Item 10b)

Executive Officer Knox recommended the Commission appoint Mia Arreola as Public Member Alternate for a 4-year term. No other applications were received. Votes required by County Supervisors, City Councilmembers and Special District Commissioners with at least one vote per Commissioner category. Upon motion of Commissioner ***Clark,*** *seconded by Commissioner* ***Endicott****, IT IS ORDERED: Mia Arreola was appointed as Public Member – Alternate (seat 7) for a 4-year term ending in 2030 the following votes:*

AYES: Clark, Endicott, Flores, McKibbin
NAYS: None
ABSTAIN: None
ABSENT: Couch, Gonzales, Olvera

Item 09/16/26-13: ***Adjournment***

ADJOURNMENT: (Agenda Item 11)

Chair Zaragoza announced the next meeting being October 21, 2026. There being no further business to come before the Commission. IT IS ORDERED: The meeting is adjourned at 6:07 p.m.

_____ _____

Clerk Executive Officer

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Proceeding No. 1876

NORTH EDWARDS WATER DISTRICT
Annexation No. 02

Report & Presentation Documents

- Report & Recommendation
- LAFCo Resolution (DRAFT)
- Display Maps

Application Packet

- Application Form
- Plan for Providing Services
- Resolution of Application
- Exhibit A – Legal Description
- Exhibit B – Map
- Environmental Documentation

Supporting Documentation

- Report of Auditor
- Assessor's Landowners within
- Certificate of Filing

BEFORE THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF KERN

STATE OF CALIFORNIA

In the Matter of:

ANNEXATION NO. 2 TO THE NORTH EDWARDS WATER DISTRICT

(Fountain Trailer Park — APN 230-080-01)

and

REQUEST OF THE NORTH EDWARDS WATER DISTRICT FOR WAIVER OF LAFCo PROCESSING FEES

Applicant: North Edwards Water District
Initiated by: Resolution of Application adopted October 20, 2025
Proceeding No. 1876 (Annexation No. 2)

EXECUTIVE OFFICER'S REPORT AND RECOMMENDATION

Prepared pursuant to Government Code sections 56665, 56668, 56375 and 56133

Hearing Date: October 21, 2026
Agenda Item No.: 7a

Blair Knox, Executive Officer
Kern Local Agency Formation Commission

I. RECOMMENDATION

The Executive Officer recommends that the Commission take the following actions:

1. Find that the proposal is statutorily and categorically exempt from the California Environmental Quality Act, and that the North Edwards Water District, as Lead Agency, has filed a Notice of Exemption for the project.
2. Approve Annexation No. 2 to the North Edwards Water District, comprising the territory described in Exhibit “A” and depicted in Exhibit “B”, subject to the terms and conditions set forth in Section VIII.
3. Waive protest proceedings and, if the Commission so determines, order the annexation without an election pursuant to Government Code section 56662, based upon the written consent of the sole owner of land within the affected territory and the absence of subject agency objection.
4. DENY the request of the North Edwards Water District for waiver of the Commission’s annexation processing fees, for the reasons set forth in Section IX.

II. SUMMARY

The North Edwards Water District requests annexation of approximately 27.3 acres located at 16450 Frontage Road, North Edwards, commonly known as the Fountain Trailer Park (APN 230-080-01). The territory lies within the District’s adopted sphere of influence and is already receiving domestic water service from the District.

Water service to the territory was authorized by the Commission on April 25, 2022, under Proceeding No. 1805, as an extension of service outside District boundaries pursuant to Government Code section 56133(c), following the failure of the Fountain Trailer Park groundwater well to meet drinking water standards for arsenic. That authorization was granted with the express understanding that the District would pursue annexation at the next reasonable opportunity. The physical connection was completed in 2024. The present application fulfills that commitment.

The proposal is therefore corrective rather than expansive. It does not extend service to new territory, create new service demand, or require new infrastructure. It conforms the District's legal boundary to the service area it has lawfully served since 2022 and places the residents of the Fountain Trailer Park on the same footing as every other District customer, with the attendant rights of representation, rate participation, and franchise. The Executive Officer recommends approval.

The District has separately requested that the Commission waive its processing fees, including the $1,500 base fee and any map and legal description review deposits. The Executive Officer recommends denial. The Commission's costs do not disappear when a fee is waived; they are simply shifted to the annual apportionment paid by the County, the cities, and the independent special districts of Kern County. A waiver would require the Commission's other member agencies to pay the cost of processing an application that benefits a single district and a single landowner.

III. PROPOSAL

Item	Description
Proposal	Annexation No. 2 to the North Edwards Water District
Applicant / Initiating Agency	North Edwards Water District, by Resolution of Application adopted October 20, 2025
Filing Agent	Stantec Consulting Services, Inc., State Water Resources Control Board Technical Assistance provider (TA Work Plan No. 7226-A, dated August 3, 2025)
Affected Territory	16450 Frontage Road, North Edwards, CA 93523; APN 230-080-01; a portion of Section 33, Township 11 North, Range 9 West, San Bernardino Meridian
Area	27.3 acres, more or less
Existing Land Use	Mobile home park (Fountain Trailer Park); approximately 26 dwelling units
Estimated Population	Approximately 55 residents
Service Proposed	Domestic water service (currently being provided)
Sphere of Influence	Within the adopted sphere of influence of the North Edwards Water District
Landowner Consent	Written consent of the sole landowner filed with the application

Item	Description
Environmental Review	Notice of Exemption filed by the North Edwards Water District as Lead Agency
Map and Legal Description	Prepared and sealed by Matthew J. Vernon, PLS 7553; checked and approved by the Kern County Surveyor's Office on July 2, 2026

IV. BACKGROUND

A. The District

The North Edwards Water District is an independent special district organized under the California Water Code and providing domestic water service to the unincorporated community of North Edwards in eastern Kern County. The District serves a small, predominantly disadvantaged community and receives technical assistance through the State Water Resources Control Board Office of Sustainable Water Solutions.

B. The 2022 Emergency Extension of Service

In 2022, the groundwater well serving the Fountain Trailer Park failed to meet water quality standards for arsenic. The District (at the time operated by the State Water Board) notified the Commission in March 2022 of its intent to extend service to the park. Following an emergency determination, the Executive Officer authorized the extension of service outside District boundaries on April 25, 2022, under Proceeding No. 1805, pursuant to Government Code section 56133(c) and Commission Resolution No. 18-23, which permits such action to respond to an existing or impending threat to the health or safety of the public or the residents of the affected territory.

The record of that proceeding reflects a meeting with State Water Board representatives on March 17, 2022, at which the District confirmed its intent to pursue annexation at the next reasonable opportunity. The service connection was completed in 2024.

C. State Water Resources Control Board Consolidation Policy

The State Water Resources Control Board has long favored consolidation of small water systems in the North Edwards area, including the Fountain Trailer Park. The proposed annexation is consistent with that objective and with the District's perpetual pipeline easement across the subject property, which has been in place since May 2014.

D. The Present Application

The District adopted its Resolution of Application on October 20, 2025, and the application was filed with the Commission together with a plan for providing services, landowner consent, a Notice of Exemption, an indemnification agreement, a document release form, and a map and legal description approved by the County Surveyor.

V. FACTORS FOR CONSIDERATION (GOV. CODE § 56668)

A. Population, Land Use, and Land Values

The affected territory contains approximately 26 mobile home units housing approximately 55 residents. No change in land use, density, or intensity of development is proposed or would result from the annexation. The territory is developed and is not in agricultural production.

B. Need for Organized Community Services; Present Cost and Adequacy of Service

The need for organized water service in the affected territory has already been established and acted upon. The park's independent well failed to meet primary drinking water standards, and the District's system is the only practical source of potable water. Service is presently being provided and is adequate.

C. Effect on Adjacent Areas, Mutual Social and Economic Interests, and Local Governmental Structure

The territory is contiguous to the District, lies within its sphere of influence, and is socially and economically part of the North Edwards community. The annexation eliminates the anomaly of a service connection extending beyond the District's legal boundary and simplifies, rather than complicates, local governmental structure.

D. Conformity with Commission Policies

The proposal is consistent with Commission policies favoring the annexation of territory receiving extended service, the alignment of district boundaries with actual service areas, and the orderly extension of service within adopted spheres of influence.

E. Ability to Provide Service; Timely Availability of Water Supplies

The District has provided service to the territory since 2022 through an existing water main and service pipeline. No new infrastructure, facility expansion, or capital improvement is required. The plan for providing services states that no new funding source is necessary because the property is already receiving service.

F. Fiscal Effect and Financing

Upon annexation the territory will be subject to the District's published rate structure and to all existing and future District rules, regulations, ordinances, and resolutions. No exchange of property tax revenue is proposed. The proposal does not assume existing bonded indebtedness and does not establish new special taxes, fees, or assessment districts.

G. Agricultural and Open Space Lands

The affected territory is developed with a mobile home park. It is not prime agricultural land, is not under a Williamson Act contract, and is not designated open space. The annexation will not result in the conversion of agricultural or open space land.

H. Regional Housing Needs

The proposal is submitted by a special district and does not affect a Regional Housing Needs Allocation.

I. Disadvantaged Unincorporated Communities (Gov. Code § 56375(a)(8))

The affected territory is a mobile home park within a disadvantaged unincorporated community context. The annexation extends, rather than withholds, municipal-type water service to that community and is consistent with the Legislature's directive that LAFCo facilitate the extension of services to disadvantaged unincorporated communities.

J. Boundaries

The proposed boundary follows the assessor's parcel lines, the southerly boundary of the existing District, the centerline and northerly right-of-way of Kern County Road 929 (Claymine Road) and Kern County Road 2929, and the west line of Section 33. The boundary is definite and certain, does not create an island, peninsula, or corridor, and is consistent with lines of assessment.

VI. ENVIRONMENTAL REVIEW

The North Edwards Water District acted as Lead Agency under the California Environmental Quality Act and determined that the project is exempt. A Notice of Exemption has been filed and is included in the application record. The Commission is a Responsible Agency for purposes of CEQA. The proposal involves no new construction, no expansion of physical facilities, and no change in land use; it is an administrative boundary action conforming the District's boundary to its existing service area. The Executive Officer recommends that the Commission, as a Responsible Agency, consider the Lead Agency's determination and find that the proposal is exempt from further environmental review.

VII. PROPOSED DETERMINATIONS AND FINDINGS

The Executive Officer recommends that the Commission determine and find as follows:

1. The proposal is consistent with the adopted sphere of influence of the North Edwards Water District.
2. The affected territory is contiguous to the District and the boundaries are definite and certain.
3. The District possesses the authority, capacity, and existing infrastructure necessary to serve the affected territory, and has in fact served it since 2022.
4. The annexation will not result in the conversion of prime agricultural land or open space, and no Williamson Act contract is affected.
5. The proposal promotes the orderly provision of services, discourages urban sprawl, and conforms the District's boundary to the territory it lawfully serves.
6. The proposal is consistent with the policy of facilitating the extension of adequate water service to disadvantaged unincorporated communities.
7. The sole owner of land within the affected territory has given written consent to the annexation.
8. The Commission has reviewed the Notice of Exemption filed by the Lead Agency and finds the proposal exempt from the California Environmental Quality Act.
9. The proposal is in the public interest and is consistent with the purposes of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

VIII. RECOMMENDED TERMS AND CONDITIONS

Approval is recommended subject to the following terms and conditions:

1. The affected territory shall be subject to all existing and future rules, regulations, ordinances, resolutions, and rate structures of the North Edwards Water District.
2. The District shall pay all fees and charges required by the Commission, the State Board of Equalization, and the County of Kern for completion of the proceedings, including the fees that are the subject of the waiver request addressed in Section IX.
3. LAFCo shall file the Certificate of Completion and all required documents with the State Board of Equalization within the time prescribed by law.
4. The District shall provide the Commission with a certified copy of its Resolution of Application bearing a resolution number and the recorded vote of the Board of Directors.
5. The acreage of the affected territory shall be that stated in the map and legal description approved by the Kern County Surveyor's Office, being 27.38 acres, more or less.
6. This approval shall expire if not completed within the time prescribed by Government Code section 57001, unless extended by the Commission.

IX. REQUEST FOR WAIVER OF PROCESSING FEES

A. The Request

The District, through its Technical Assistance provider, has requested relief from the Commission's annexation submission fees, including the $1,500 base fee and any map and legal description review deposits. In support of the request the District states that it is a small, non-profit agency serving a disadvantaged population, and that a waiver would reduce its financial burden and allow it to direct more resources toward public health infrastructure.

B. Analysis

The Executive Officer does not question the District's circumstances. The District is small, its ratepayers are of limited means, and the work it has undertaken to deliver safe drinking water to the Fountain Trailer Park deserves recognition. The difficulty is not with the District's motive but with the mechanics of who pays.

The Commission is funded under Government Code section 56381 through an annual apportionment of its operating budget among the County of Kern, the cities of Kern County, and the independent special districts of Kern County, offset by the fees collected from applicants. The Commission does not have an independent revenue source. Application fees are not a surcharge; they are the mechanism by which the cost of processing a proposal is assigned to the party that benefits from it.

It follows that a fee is never waived in the sense of being eliminated. The cost of reviewing the application, examining the map and legal description, preparing this Report, providing notice, conducting the hearing, and completing and recording the proceedings is incurred by the Commission regardless of whether the applicant pays. Whatever portion of that cost is not recovered through fees is recovered through the annual apportionment, which is paid by the County, by every city in Kern County, and by every independent special district in Kern County.

The practical effect of granting this request, therefore, is that the other local agencies of Kern County would pay the cost of processing an annexation that benefits one district and one landowner. Those agencies include a number of small districts whose finances are no stronger

than the applicant's, and which have paid their own processing fees when they have come before the Commission. The Commission would be asked to relieve one member agency of a cost by charging it to the others.

Several additional considerations support denial:

- The annexation is a foreseeable and previously acknowledged obligation. The District committed to pursue annexation at the time the extension of service was authorized in 2022. The processing cost has been anticipated for four years.
- The annexation confers a direct and particular benefit on the District and on the owner of the Fountain Trailer Park. The territory obtains permanent status within the District, and the District obtains a regularized service relationship and an additional ratepayer base.
- The District is the beneficiary of a State Water Resources Control Board Technical Assistance grant, under Work Plan No. 7226-A, the stated purpose of which includes annexation and governance support. The application has been prepared by a funded technical assistance provider. The record does not establish that the District lacks a source of funds for the application fee.
- The fee at issue is modest in relation to the cost of the proceeding and in relation to the value of the boundary change to the District.
- Granting a waiver on this record would establish a precedent difficult to confine. Most applicants before the Commission are small agencies with limited budgets serving communities of modest means. If those characteristics alone justify a waiver, the fee schedule becomes discretionary in practice and the apportionment becomes the Commission's primary funding source.

C. Conclusion

The Executive Officer recommends that the Commission deny the request for waiver of processing fees. The recommendation is not a judgment on the merits of the annexation, which the Executive Officer recommends for approval, nor on the District's good faith. It reflects the straightforward proposition that the cost of a boundary change should be borne by the agency that seeks it rather than by the other local agencies of Kern County.

Should the Commission wish to provide relief notwithstanding this recommendation, the Executive Officer suggests that any such action be taken by express motion, with findings stating the extraordinary circumstances relied upon, so that the action is confined to this proceeding and does not operate as a general policy.

Respectfully submitted,

_____

BLAIR KNOX
Executive Officer
Kern Local Agency Formation Commission

BEFORE THE LOCAL AGENCY FORMATION COMMISSION
COUNTY OF KERN, STATE OF CALIFORNIA

In the Matter of: **NORTH EDWARDS WATER DISTRICT: ANNEXATION NO. 02 (FOUNTAIN TRAILER PARK)**	**Resolution No. 26-XX** **Proceeding No. 1876** **Minute Book 73**

I, Blair Knox, Executive Officer, of the LOCAL AGENCY FORMATION COMMISSION, COUNTY OF KERN, STATE OF CALIFORNIA, hereby certify that the following resolution, proposed by Commissioner **XXXX**, seconded by Commissioner **XXXX**, was duly adopted by the Commission at an official meeting thereof held on the **21st day of October 2026**, by the following vote:

AYE: XXXX

NAYE: XXXX

ABSTAIN: XXXX

ABSENT: XXXX

____
Blair Knox, Executive Officer

- -

RESOLUTION MAKING DETERMINATION

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Whereas, pursuant to the Government Code § 54963. et seq., meetings were held both at a physical location and by video conference to attend to any health and safety concerns of the panelist and/or participants;

Whereas pursuant to Government code § 56658. a proposal for the annexation of territory to the North Edwards Water District ("APPLICANT"), designated as Annexation No. 02 (Fountain Trailer Park), was initiated by Resolution of Application to the Local Agency Formation Commission

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of Kern County ("COMMISSION");

Whereas on October 21, 2026, the COMMISSION held a public meeting on the proposed Resolution of Application submitted by the APPLICANT;

Whereas pursuant to Government code § 56662, the APPLICANT's application qualifies for waiver of hearing, notice and protest hearing;

Whereas pursuant to Government code § 56046. the proposed territory is inhabited;

Whereas the application for annexation has 100% landowner consent;

Whereas pursuant to Government code § 56658. (b) all affected public agencies were notified;

Whereas pursuant to Government code § 56665. the Executive Officer prepared a Report and Recommendation considering all the factors in conformance with Government code § 56668;

Whereas on said 21st day of October 2026, this Commission considered the Notice of Exemption, adopted by the lead agency;

Whereas the COMMISSION is fully advised in the premises; now therefore, be it

Resolved that the Local Agency Formation Commission, County of Kern, State of California, on behalf of its members, finds and determines as follows:

1. specific reference is hereby made to all the papers, documents, files and proceedings heretofore and now taken, had and filed in this matter have been and now are in all respects as required by law with particular reference to Minute Item 10/21/26-X as appears upon the official minutes of the proceedings of this COMMISSION;

2. all of the proceedings heretofore and now taken and had in this matter have been and now are in all respects as required by law;

3. the facts set forth in the Executive Officer Report and Recommendation presented to the COMMISSION are true;

4. Notice, hearing and protest hearing have been waived;

DRAFT

5. the territory proposed for annexation is inhabited (more than 12 registered voters);

6. the annexation will be in the best public interest;

7. the application has 100% landowner consent;

8. the Notice of Exemption, was considered;

9. the proposed affected territory, is all within the County of Kern, State of California,

10. pursuant to the authority granted by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, said territory set forth in the Application for Proceeding on Resolution, by Legislative body, filed herein on September 28, 2026, hereby assigned to the territory proposed to be annexed the following distinctive short form designation, to wit: "North Edwards Water District: Annexation No. 02 (Fountain Trailer Park)", particularly described and delineated in Exhibit "A", attached hereto and by reference made apart hereof; is hereby approved and subject to the following conditions:

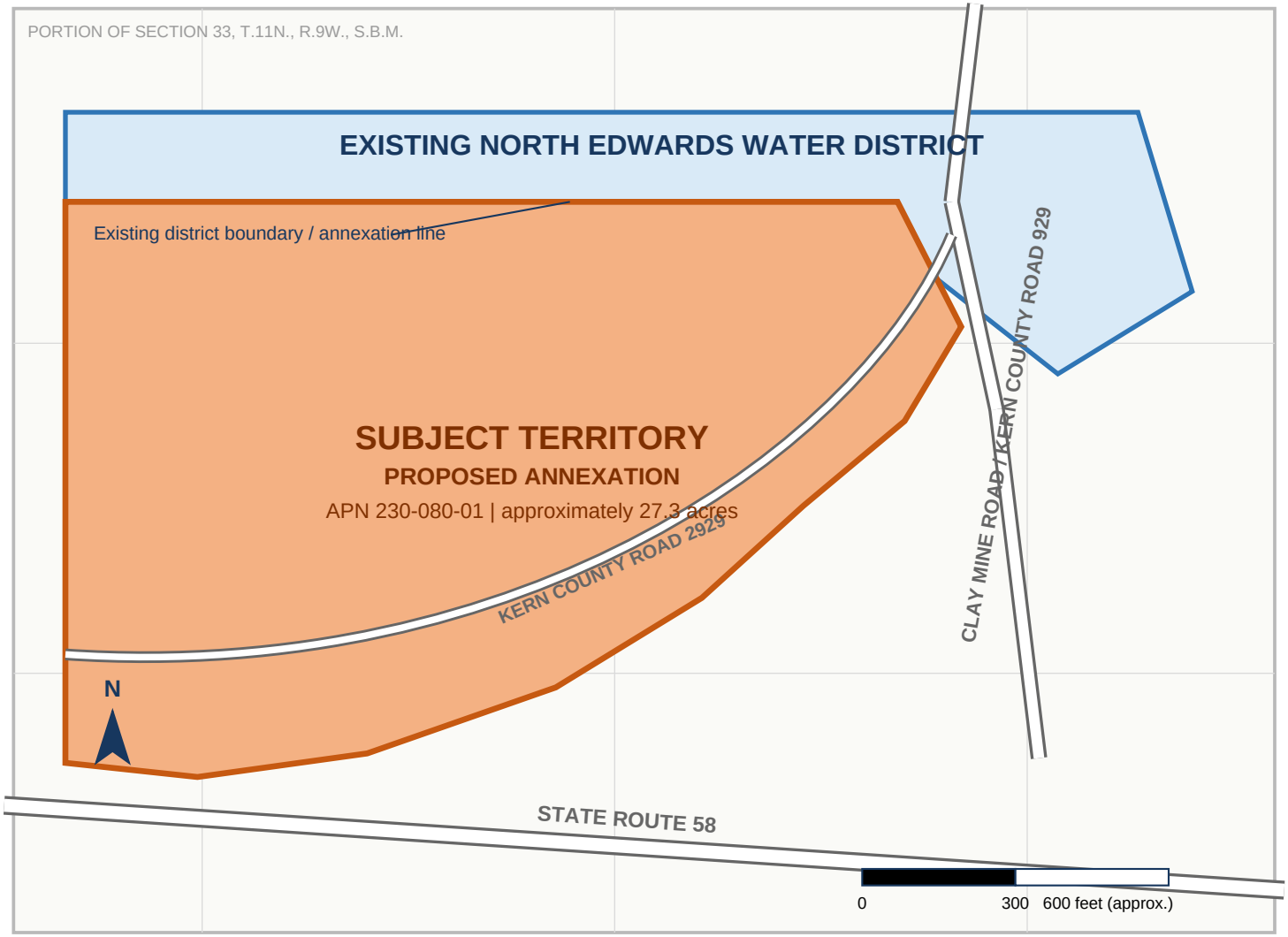
a. the APPLICANT has signed an agreement to actively defend or indemnify and hold harmless the COMMISSION or its agents, officers, and employees, from any liability or loss connected with the approval of this proceeding; and

11. the COMMISSION authorizes and directs the Executive Officer to file and record all documentation required by law upon completion of all directives set forth in regard to this proceeding.

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NORTH EDWARDS WATER DISTRICT - ANNEXATION NO. 2

DISPLAY MAP | APN 230-080-01 | APPROXIMATELY 27.3 ACRES



VICINITY / ORIENTATION



LEGEND

- Subject territory
- Existing NEWD boundary
- Existing road

MAP FACTS

Proposal: Annexation No. 2
Applicant: North Edwards Water District
Location: Portion of Section 33
T.11N., R.9W., S.B.M.

DISPLAY MAP DISCLAIMER

This map is for Commission and public orientation only. It is not a survey document and does not establish or modify any legal boundary. The approved Exhibit A legal description and Exhibit B map control. Road, parcel, and agency-boundary locations are generalized.

Prepared by Kern LAFCo | Source: County Surveyor-approved Exhibits A and B

KERN LOCAL AGENCY FORMATION COMMISSION

Application for Annexations, Detachments and Reorganizations

(Attach additional sheets as necessary)

Application Type: check all that apply

(●) Annexation ( ) Consolidation ( ) Detachment ( ) Dissolution ( ) Formation

( ) Incorporation ( ) Merger ( ) Name Change ( ) Reorganization ( ) Subsidiary District

1. Type of Application:

(●) Local Agency *(resolution)* ( ) Land Owner *(petition)* ( ) Registered Voter *(petition)* ( ) Other

2. Name of Application: (The name should match the title on the map and legal description)

A. List the reference name that identifies the subject agency and type of reorganization: *e.g. Annexation No. XX.* If more than one agency involved, include all agencies with corresponding reorganization reference: *e.g. Agency Name 1: Annexation No. XX, Agency Name 2: detachment X, etc...*

North Edwards Water District (NEWD) Annexation 02

B. List all proposed service and boundary changes for this application:

Fountain Trailer Park

3. Nature of proposal: (Why is this proposal being filed?)

This LAFCo annexation will reflect NEWD Service boundary be extended to include Fountain

4. Describe the acreage and general location: (description will be used on notices and publications)

A. Number of proposed areas (acres of each area) & (total acreage):

Fountain Trailer Park: 16450 Frontage Rd; 30.24 Acres

B. Describe the general location; (include streets, direction, postal address if available, and Accessor Parcel Number/s)

16450 Frontage Rd; APN: 230-080-01

5. Land Use - Present and Future:

A. Describe the current physical land use of the proposed area? E.G. vacant, residential, agriculture, etc.

Residential

B. Describe any planned development that would result from or be facilitated by this proposed boundary change.

none

C. Describe the current physical land use of the area surrounding the proposal: E.G. vacant, residential, commercial, industrial, agriculture, etc.

vacant

6. Zoning - Present and Future:

A. List the existing County/City zoning land use designation/s.

Limited Agriculture, County Zoning Code A-1

B. List and attach adopted pre-zoning. (CITIES ONLY - mark attachment 6B)

n/a

7. Conformity with County and City General Plans:

A. List the existing County General Plan designation/s for the proposal area.

Designations: 5.3: Maximum 10 Units/Net Acre and 63: Highway Commercial

B. List the City general plan designation for the area (CITIES ONLY).

n/a

C. Do the proposed uses conform with the above listed plans? (•) YES ( ) NO

If "NO"; please explain:

8. Criteria for Determination without Notice and Hearing (Gov. Code § 56662)

A. Is the affected area uninhabited territory? ( ) YES (•) NO

"Uninhabited territory" means territory within which there reside fewer than 12 registered voters. Gov. Code §56079.5
Provide any notations indicating possible voters. (LAFCo will verify registered voters with most current election data)

B.- PETITION

Is the petition signed by all of the owners of land within the affected territory?

OR ( ) YES ( ) NO

C.- RESOLUTION Do all (100%) of the Land Owner/s consent to the reorganization?

(•) YES ( ) NO

If "YES"; attach letter/s of consent for each land owner (include land owner name, Assessor Parcel Number/s) or any additional documents that would be satisfactory to the commission, that all the owners of land within the affected territory have given their written consent to the proposal. Label the attachment/s 8C-1, 8C-2, etc.

D. Is the affected area uninhabited territory? ( ) YES (•) NO

"Uninhabited territory" means territory within which there reside fewer than 12 registered voters. Gov. Code §56079.5
Provide any notations indicating possible voters. (LAFCo will verify registered voters with most current election data)

9. Conformity with Spheres of influence:

Is the proposal area within the sphere of influence of the annexing agency?

(•) YES ( ) NO

If "NO"; include a proposal to amend the agency's sphere of influence.

Provide the following:
(1) agency resolution/petition
(2) sphere of influence amendment application
(3) sphere of influence amendment map.

10. Impact on Agriculture:

A. Is the affected property "Agricultural Lands" as defined in Gov. Code §56016?

1) Is the affected property currently producing a commercial agricultural commodity?

○ YES ◉ NO

2) Is the affected property fallow under a crop rotational program?

○ YES ◉ NO

3) Is the affected property enrolled in an agricultural subsidy or set-aside program?

○ YES ◉ NO

B. Is the affected property "Prime Agricultural Lands" as defined in Gov. Code §56064?

○ YES ◉ NO

If "YES" to any of A or B above; provide an explanation as to the reasoning for possible removal of the property from agriculture status.

C. Is any portion of the property within a Land Conservation Act contract? (Williamson Act)

○ YES ◉ NO

1) If "YES"; provide the contract number and the date the contract was executed.
Contract No. Contract Date:

2) If "YES"; has a notice of non-renewal been filed? ○ YES ○ NO
Non-renewal filing Date:

D. Will the city succeed to the contract pursuant to Section 51243? (CITIES ONLY).

○ YES ○ NO

If "YES"; has County Planning been notified and agree with the modification?

○ YES ○ NO

If "YES"; please provide documentation from County Planning regarding any modification agreement.

11. Impact on Open Space:

Is the affected property Open Space land as defined in Gov. Code §65560(h)(1-6)?

○ YES ◉ NO

If "YES"; please provide an explanation as to the reasoning for possible removal of the property from open space status.

12. Relationship to Regional Housing Goals and Policies: (CITIES ONLY)

Will this proposal result in or facilitate a credit/debit towards the City's most recent Regional Housing Need Allocation (RHNA) number provided by Kern Council of Governments?

○ YES ○ NO

If "YES"; has County Planning been notified and agree with the allocation modification?

○ YES ○ NO

If "YES"; please provide documentation from County Planning regarding any RHNA allocation modification agreement.

13. Population:

B. Provide the population of residents within the affected area: 55 -2.1 persons/household

C. List the number of existing dwelling units within the proposal area: 26

D. Describe the type of existing dwelling units within the proposal area i.e. house, apartment, etc:

Mobile Homes

14. Dependability of Water Supply for Projected Needs & Existing Water Plans:

A. Will the proposal result in or facilitate an increase in water usage?

○ YES ◉ NO

If "YES"; please provide the projected amount of increase and identify any resources that would be a factor in the support of the proposal i.e. Master Water Plans, Expansion Plans, etc.

* If necessitated: attach a statement from the retail water purveyor that describes the timely availability of potable water supplies that will be adequate for the projected needs.

B. Is the proposal area within the boundaries of an Adjudicated Basin as per California Department of Water Resources (DWR) Bulletin 118? ◉ YES ○ NO

If "YES"; please provide the name of the Adjudicated Basin? Antelope Valley (A26)

C. Is the proposal area within the boundaries of an identified Critically Overdraft Basin as per California Department of Water Resources (DWR) Bulletin 118? ○ YES ◉ NO

If "YES"; please provide the name of the Basin?

D. Is the proposal area within the boundaries of a Groundwater Stainability Area (GSA)?

○ YES ◉ NO

If "YES"; please provide the name of the Groundwater Stainability Area (GSA)?

E. Is the proposal area within the boundaries of a Groundwater Stainability Plan (GSP)?

○ YES ◉ NO

If "YES"; please provide the name of the Groundwater Stainability Plan (GSP)?

15. Environmental Impact of the Proposal

A. What type of environmental document has been prepared?

- ☒ Notice of Exemption (NOE)
- ○ Negative Declaration (ND) - Include all Studies and Reports
- ○ Mitigated Negative Declaration (MND) - Include all Studies and Reports
- ○ Environmental Impact Report (EIR) - Include Full Report

If necessitated: attach the lead agency's resolution listing significant impacts anticipated from the project, mitigation measures adopted to reduce or avoid significant impacts and, if adopted, a "Statement of Overriding Considerations."
Include a copy of receipt for Fish and Game payment.

B. Who is the "lead agency" for this proposal?

Agency: North Edwards Water District (NEWD)
Contact Name: Ryan Mahoney
Title: Civil Designer, TA Provider to NEWD
Address: 13525 Fran Street
City: North Edwards State: CA Zip Code: 93523
email: ryan.mahoney@stantec.com Phone Number: 7607694520

C. Was LAFCo notified/involved with the CEQA process prior to an environmental document as identified ?

○ YES ◉ NO

The Lead Agency's decision whether to prepare an ND, MND, or an EIR is binding on all Responsible and Trustee Agencies, except in unusual circumstances (PRC Section 21080.1(a); State CEQA Guidelines Section 15050(c)). Therefore, a Lead Agency is required to consult with and involve all Responsible and Trustee Agencies throughout the CEQA process. First, the Lead Agency must consult with Responsible and Trustee Agencies prior to determining whether a negative declaration or an EIR is required for a project (PRC Section 21080.3(a); State CEQA Guidelines Section 15063(g)). If a Lead Agency determines an EIR is required for a project, the Lead Agency must send a Notice of Preparation to all Responsible and Trustee Agencies, who will then specify to the Lead Agency "the scope and content of the environmental information that is germane to the statutory responsibilities" of that agency in connection with the proposed project and which must be included in the EIR (PRC Section 21080.4; State CEQA Guidelines Section 15082(b)).

16. Property Tax/Bonded Indebtedness

A. ☒ There will be no exchange of property tax
○ Master property tax exchange agreement should apply. (CITIES ONLY- Provide Letter)
○ Other agreement is to be negotiated.

B. Will the proposal area assume any existing bonded indebtedness upon annexation?

○ YES ◉ NO

If "YES"; how will the indebtedness be repaid? (e.g. property taxes, special tax, assessments, service fees):

C. Are their plans to establish any new special taxes, fees, or assessment districts in order to pay for new or extended service(s) to the proposal area?

○ YES ◉ NO

If "YES"; describe which services and status of new funding source(s):

17. Plan for Services

A. Description of services to be extended to the affected area.
(Please use Plan for Services form provided in the application packet) List the services that are to be provided by your agency and provide in detail any services's that your agency is authorized to provide but will be provided by another agency.

B. Indicate any improvements or upgrading of infrastructure regarding roads, sewers, water, facilities or other conditions that will be a result of the proposal.

n/a

C. What effects, if any, would annexation of this territory have on the existing level of city/ district services (i.e. need for additional emergency service personnel or construction of new facilities, etc.)?

n/a

D. How will these services be financed? Include both capital improvements, maintenance and operation?

n/a

E. Are any services currently being provided in the affected area that the planned (proposed) services will now be providing i.e. overlapping services?

○ YES ◉ NO

If "YES"; has the current providing agency/s been contacted and an agreement been reached regarding service delivery between all agencies involved?

○ YES ○ NO

If "YES"; please provide a "letter of overlapping agreement" or a "resolution for detachment" of the affected area or a "resolution of dissolution" of a special district, from the current service provider/s board, commission or council.

F. If detachment, indicate any services which will no longer be available to the affected area and who will take over provision of these services.

n/a

18. Services Provided by other Public Agencies

A. Are there any Cities or Special Districts whose services will require that they be annexed, detached or dissolved due to your agency providing services? (include County Service Areas) ○ YES ◉ NO

If "YES"; list public agency/ies name, type of service/s in question and specify if annexation, detachment or dissolution is required for each public agency:

B. If "YES" to 9-A; has the public agency/ies been informed of the proposal? ○ YES ○ NO

19. Boundaries

A. Why are these particular boundaries being used?

In order to continue providing domestic water services to Fountain Trailer Park

B. Does the proposed boundary create an island, peninsula or curricula? please provide letter of justification?

○ YES ◉ NO

If "YES"; please provide a letter of justification.

C. Is the affected area adjacent to a Disadvantaged Unincorporated Community?

◉ YES ○ NO

If "YES" and a annexation greater than ten (10) acres is proposed, please answer the following questions:

1) Has an application to annex the DUC been filed in the past five (5) years?

○ YES ○ NO

If "YES"; provide date of application: n/a

2) Is there written evidence that a majority of registered voters within the affected territory are opposed to annexation?

○ YES ○ NO

If "YES"; attach documentation.

20. Final Comments

A. Describe any conditions that should be included in LAFCo's resolution of approval.

none

B. Provide any other comments or justifications regarding the proposal.

On April 25, 2022, Kern LAFCo Executive Officer issued Approval Letter No. 1805, authorizing

B.

the North Edwards Water District to extend water services to the Fountain Trailer Park due to a failed well, with the district agreeing to pursue annexation at the next reasonable opportunity.

21. Notices and Staff Reports

List up to three persons to receive copies of the LAFCo notice of hearing and staff report.

A. Name: Lisa Beutler
Title: Executive Facilitator (TA Provider)
email: lisa.beutler@stantec.com
Phone: (916) 418-8257

B. Name: Dan DeMoss
Title: Executive Director (Operator)
email: ddemoss@calruralwater.org
Phone: (916) 418-8257

C. Name: Gary Westmoreland
Title: North Edwards Water District Board President
email: garyanddee@gmail.com
Phone: (916) 553-4900

22. Contact Person

Who should be contacted if there are questions about this application?

A. Name: Ryan Mahoney
Title: Civil Designer (TA Provider)
email: ryan.mahoney@stantec.com
Phone: (626) 568-6110

Signature Field:

SAVE FORM AS PDF OR PRINT TO PDF AND EMAIL TO:
deo@kernlafco.org or eo@kernlafco.org

LAFCo Internal Use Only

- ○ Municipal Service Review on File
- ○ Municipal Service Review is Current
- ○ Municipal Service Review Requires Updating
- ○ Master Tax Agreement on File
- ○ Master Tax Agreement is Current
- ○ Sphere of Influence Requires Amendment

1876

GENDA

PLAN FOR PROVIDING SERVICES

SERVICE Only provide information on services authorized for applying district.	**CURRENT PROVIDER** Agency Which Presently Provides Services	**BEGIN DATE** City/District Will Provide Services		**FINANCED** Indicate How Services Provided by City/District will be Financed (i.e., general tax rate or special assessment)
		Upon Annexation	Future Date (Specify)	
Water supply services	North Edwards Water District (NEWD)	Emergency extension of service approved 04/25/2022	n/a	No new funding source is required since the property is already receiving water services as part of the emergency extension.

1876

GENDA

Pl[illegible] provide the following information, when applicable, only for services which will be provided by the a[illegible]cant City/District.

SERVICE	**LOCATION** Indicate location from which service will be provided (i.e., nearest fire station, library, etc.)	**SERVICE LEVEL CAPACITY** Indicate frequency and availability of service (i.e. street sweeping, emergency services response time, recreation programs, etc.)
Water supply services	Water will be supplied by NEWD through existing water main and service pipeline.	Regular water services will be maintained by NEWD.

RESOLUTION NO. 2025 - ___
A RESOLUTION OF INTENTION OF THE BOARD OF DIRECTORS OF THE NORTH EDWARDS WATER DISTRICT TO FORMALLY ANNEX THE TERRITORY DESIGNATED AS THE "FOUNTAIN MOBILE HOME PARK PROPERTY" TO THE NORTH EDWARDS WATER DISTRICT

WHEREAS, pursuant to the California Water Code and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.), the Board of Directors of the North Edwards Water District (NEWD) is authorized to initiate proceedings for the annexation of territory to the District; and

WHEREAS, the State Water Resources Control Board (SWRCB) has long expressed a desire for consolidation of systems in the North Edwards community, including the Fountain Trailer Park located within NEWD's Sphere of Influence, and

WHEREAS, North Edwards Water District was granted a perpetual easement to construct, reconstruct, remove, replace, repair, maintain, operate, and use a subterranean pipeline, together with connections, fastenings, and other appliances and fixtures in connection therewith or appurtenant thereto, as well as certain above-ground appurtenances, all of which are necessary for the transmission and distribution water under and through the certain real property since May 2014; and

WHEREAS, in 2022 Fountain Trailer Park's groundwater well failed to meet water quality standards for arsenic, and

WHEREAS, recognizing the SWRCB goal of consolidating regional water services and the need to ensure access to safe drinking water, NEWD alerted the Kern County Local Agency Formation Commission (LAFCo) in March 2022 of its desire to extend water service to Fountain Trailer Park and completed that connection in 2024; and

WHEREAS, LAFCo following an emergency determination, granted permission to NEWD to connect to the Fountain Trailer Park water system without completing the annexation process as was authorized under California Government Code Section 56133(c) and approved as Kern LAFCo Resolution No. 18-23, which permits such action when a threat to health and safety is present; and

WHEREAS, this annexation resolution reflects the District's commitment to formalizing the extension of water services LAFCO approved under Proceeding No. 1805, and affirmed in a LAFCo memorandum dated April 25, 2022 that authorized the District to extend water services to the Fountain Trailer Park; and

WHEREAS, the annexation remains incomplete as additional requirements mut be completed, and

WHEREAS, the Board of Directors finds that completion of the annexation of the territory described herein is necessary to comply with LAFCo requirements and validate the expansion of water service to properties within the proposed annexation area; and

WHEREAS, the landowner of Fountain Trailer Park requested water service and has provided a letter of concurrence to the District, consenting to the annexation and any terms and conditions imposed by the District; and

WHEREAS, the annexation is consistent with the District's policies and procedures and the sphere of influence adopted by the Local Agency Formation Commission (LAFCo) for the County of Kern; and

WHEREAS, the District has conducted an environmental review of the proposed annexation in accordance with the California Environmental Quality Act (CEQA) and has concluded that the project is exempt from CEQA.

WHEREAS, the SWRCB, Office of Sustainable Water Solutions administers the Technical Assistance (TA) Funding Program and TA is available to help small, disadvantaged communities develop, fund, and implement eligible drinking water needs, including but not limited to facilitation of operation and maintenance, engineering and environmental analysis, legal assistance, and board or operator training; and

WHEREAS, Stantec Consulting Services, Inc. serves as the SWRCB appointed TA provider for NEWD, as authorized under TA Work Plan No. 7226-A, titled "North Edwards Water District Annexation, Governance Support and Consolidation Feasibility Assessment," and dated August 3, 2025; and

WHEREAS, the TA provider is charged with assisting the Board of Directors with the Fountain Trailer Park annexation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the North Edwards Water District as follows:

Section 1. Initiation of Proceedings
The Board hereby declares its intention to complete annexation of the territory designated as "Fountain Trailer Park" and described as provided in Exhibit A and presented in Map form in Exhibits B and C, to the North Edwards Water District.

Section 2. Reason for Annexation
The annexation is proposed to meet LAFCo requirements and extend the District's water services to the properties within the described territory, allowing the landowner(s) to receive the same water service privileges as existing District customers.

Section 3. Description of Territory
The exterior boundaries of the territory proposed for annexation are described in Exhibit A, and a map showing the boundaries is attached as Exhibit B, both incorporated herein by reference.

Section 4. Terms and Conditions of Annexation
The territory shall be annexed subject to the following terms and conditions:

- **Upon annexation, the annexed lands will continue to be subject to all existing and future rules, regulations, ordinances, and resolutions of the District.**

- **The Landowner will continue to be subject to the NEWD published rate structure.**
- **The annexation is subject to the approval of the Local Agency Formation Commission (LAFCo) of the County of [County Name].**

Section 5. Public Hearing Waiver
The landowner of Fountain Trailer Park, currently receives NEWD services, has provided written consent for the annexation and there is no known public concern. Additionally, the adoption of this Resolution was conducted at the publicly noticed NEWD board meeting, [Date] Oct 20 2025 at 5:00 p.m. at the District Office at 13525 Fran Street, North Edwards, CA 93523. At this time the Board did not receive any written protests or additional testimony from interested persons.

Section 6. Notice of Certification
The Board of Directors hereby resolves that the Resolution to Formally Annex the Territory Designated as the "Fountain Mobile Home Park Property" to the North Edwards Water District is officially authorized and this resolution is may be certified by the undersigned President of the Board, Gary Westmoreland, and the Secretary of the Board, Shelly Thurman, as a true and accurate record of the decision made during the Board's meeting on [Date] Oct 20 2025. This resolution shall be in effect as of [Date] Oct 20 25.

Section 7. Filing with LAFCo
Stantec Consulting Services, as the State Water Resources Control Board TA provider for NEWD, is authorized to file, at the direction of and on behalf of the Board, a certified copy of this "Resolution of Intention to Annex" with the Executive Officer of LAFCo of the County of Kern.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the North Edwards Water District, this 20 day of Oct, 2025, by the following vote:

AYES: [List Director names]
NOES: [List Director names]
ABSTAIN: [List Director names]
ABSENT: [List Director names]

Certification of Board President and Board Secretary

As officers of the North Edwards Water District Board, we the undersigned certify this Resolution to Formally Annex the Territory Designated as the "Fountain Mobile Home Park Property" to the North Edwards Water District is officially authorized and a true and accurate record of the decision made during the Board's meeting on [Date] 10-20-25.

10-20-25

Gary Westmoreland
Board President
North Edwards Water District

Date

10-20-25

Shelly Thurman
Board Secretary
North Edwards Water District

Date

Kern County Local Agency Formation Commission

5300 Lennox Ave., Suite 303

Bakersfield, CA 93309

RE: UNANIMOUS LANDOWNER CONSENT FOR DISTRICT/CITY ANNEXATION

Dear Kern County Local Agency Formation Commission:

I am the sole landowner of Assessor Parcel Number 230-080-01 located at 16450 Frontage Road, North Edwards, CA 93523. Unanimous consent to be placed into the North Edwards Water District service area is provided for the property identified.

Respectfully submitted,

Jagmit Mann

EXHIBIT "A"
BOUNDARY DESCRIPTION
PROPOSED ANNEXATION
to
NORTH EDWARDS WATER DISTRICT

That portion of Section 33, Township 11 North, Range 9 West, San Bernardino Meridian, County of Kern, State of California, more particularly described a follows:

BEGINNING northwest corner of said Section 33; Thence South 0°08'43" East along the west line of said Section 1312.84 feet more or less to the southwest corner of the north ½ of the northwest ¼ of said Section 33, said point also being the westerly terminus of the 9th course of the land described in that certain document entitled "Certificate of Completion" Formation of the North Edwards Water District, recorded in Book 5962, Pages 1979 through 1985 of Official Records of Kern County, said point being the **TRUE POINT of BEGINNING**;

1st Thence, easterly along the south line of said north ½ of the northwest ¼ of Section 33 also being the southerly boundary of said land, South 89°56'14" East 1924.47 feet more or less to the intersection with the centerline of Kern County Road 929 (60 feet wide) known as Clay Mine Road;

2nd Thence, along said centerline of Clay Mine Road South 20°39'22" West 86.12 feet more or less to the intersection with the northerly right-of-way of Kern County Road 2929;

3rd Thence, departing said centerline, along said northerly right-of-way of Kern County Road 2929, North 69° 19'52" West 35.48 feet;

4th Thence, continuing along said northerly right-of-way of Kern County Road 2929, South 29°26'26" West 258.98 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 336.00 feet, a radial line to said point bears North 2°54'51" East;

5th Thence, westerly and southwesterly along said curve area through a central angle of 36°44'45" an arc distance of 215.49 feet;

6th Thence, South 56°10'06" West 475.58 feet to the beginning of a curve concave northerly having a radius of 1464.00 feet;

7th Thence, southwesterly and westerly along said curve through a central angle of 38°40'45" an arc distance of 988.32 feet;

8th Thence North 85°09'09"West 194.15 feet more or less to the intersection with the west line of said Section 33;

9th Thence departing said northerly right-of-way, along the west line of said Section 33 North 0°08'43" West 843.20 feet more or less to the **TRUE POINT of BEGINNING**.

CONTAINING: 27.3 Acres, More or Less

SUBJECT TO: All covenants, Rights, Rights-of-Way and Easements of record.

EXHIBIT "B": Attached and by this reference made a part hereof.



Digitally signed by Matthew J. Vernon
Date: 2026.06.18 08:45:54 -07'00'

Matthew J. Vernon Date
PLS 7553

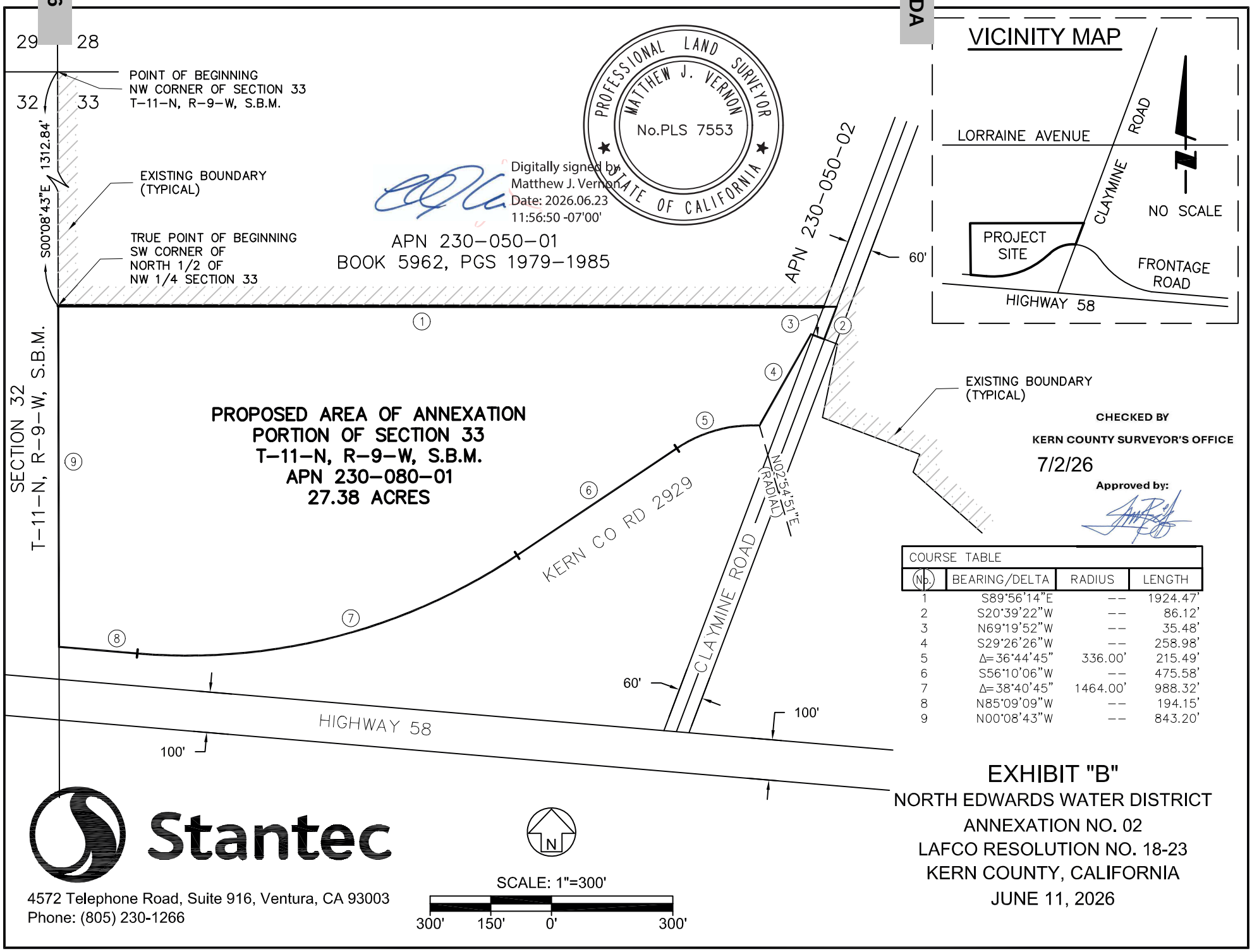
NEWD_Annex-legal_Desc.docx

CHECKED BY

KERN COUNTY SURVEYOR'S OFFICE

7/2/26

Approved by:



COURSE TABLE			
No.	BEARING/DELTA	RADIUS	LENGTH
1	S89°56'14"E	--	1924.47'
2	S20°39'22"W	--	86.12'
3	N69°19'52"W	--	35.48'
4	S29°26'26"W	--	258.98'
5	Δ=36°44'45"	336.00'	215.49'
6	S56°10'06"W	--	475.58'
7	Δ=38°40'45"	1464.00'	988.32'
8	N85°09'09"W	--	194.15'
9	N00°08'43"W	--	843.20'

SCALE: 1"=300'

300' 150' 0' 300'

EXHIBIT "B"

NORTH EDWARDS WATER DISTRICT
ANNEXATION NO. 02
LAFCO RESOLUTION NO. 18-23
KERN COUNTY, CALIFORNIA
JUNE 11, 2026

Stantec
4572 Telephone Road, Suite 916, Ventura, CA 93003
Phone: (805) 230-1266

CEQA 092677 Transmittal Memorandum for 2026

RECEIVED WITH FEE RECEIPT # 1515341B

RECEIVED
KERN COUNTY
SEP 09 2026
AIMEE X. ESPINOZA
AUDITOR CONTROLLER-COUNTY CLERK
BY _____ DEPUTY

1) Attach one transmittal memorandum to the front of the original CEQA document. Clip copies in the back.
1) If notice requires F&W receipt, you must provide a minimum of 3 copies of the notice.
2) If notice does not require F&W receipt, you must provide a minimum of 2 copies of the notice.

TYPE OR PRINT CLEARLY

LEAD AGENCY North Edwards Water District

PROJECT TITLE North Edwards Water District (NEWD) Annexation of Fountain Trailer Park

PROJECT APPLICANT North Edwards Water District

PHONE NUMBER (626) 568-6110

PROJECT APPLICANT ADDRESS: 13525 Fran Street

CITY North Edwards STATE CA ZIP CODE 93523

WORK ORDER # N/A ☐ 30-Day Posting ☐ 35-Day Posting ☐ 45-Day Posting ☐ Other _____

CONTACT PERSON Ryan Mahoney PHONE NUMBER (626) 568-6110

CHECK DOCUMENT BEING FILED:

FILED
KERN COUNTY
SEP 10 2026
AIMEE X. ESPINOZA
AUDITOR CONTROLLER-COUNTY CLERK
BY _____ DEPUTY

☐ Notice of Availability..... No Fee

☐ Notice of Intent..... No Fee

☐ Notice of Preparation..... No Fee

☐ Notice of Public Hearing..... No Fee

☐ Other _____ ..... No Fee

☐ Environmental Impact Report (EIR)..... $4227.50
- ☐ Previously paid F&W (**must attach F&W receipt**) F&W Receipt Number# _____
- ☐ DFG No Effect Determination (**F&W letter must be attached**)..... No Fee
- ☐ County Administrative Fee..... $50.00

☐ Mitigated Negative Declaration or Negative Declaration..... $3043.75
- ☐ Previously paid F&W (**must attach F&W receipt**) F&W Receipt Number# _____
- ☐ DFG No Effect Determination (**F&W letter must be attached**)..... No Fee
- ☐ County Administrative Fee..... $50.00

☒ Notice of Exemption..... No Fee
- ☒ County Administrative Fee..... $50.00

TOTAL $ $50.00

*Additional copies to be returned to: Ryan Mahoney
*Method of return: ☒ Hold for pick-up/Call # 626 568-6110 ☐ Interoffice Mail

PAYMENT METHOD: ALL APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING

☐ JV – Ledger Account _____ Cost Center _____ Fund _____ Spend Category _____
☐ Money Order
☒ Check

Notice of Environmental Document
Posted by County Clerk on 09/10/2026
and for 30 days thereafter, Pursuant to
Section 21152(C), Public Resources Code

27847

AGENDA

Kern County
Auditor Controller

1115 Truxtun Avenue
Bakersfield, CA 93301-4639
Phone: 661-868-3599

Thursday Sep 10 2026 11:11:06 AM

CEQA - County Clerk Fee 27847	50.00
Total	**50.00**
Credit	50.00

Thank you for your payment.
Have a great day!

Received From: 27847
Receipt #: 1677MVR-20260910-1

1876

RECEIVED WITH FEE
RECEIPT # 151534/3

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Kern

From: (Public Agency): North Edwards Water District
13525 Fran St.
North Edwards, CA 93523

(Addre

FILED
KERN COUNTY
SEP 10 2026
AIMEE X. ESPINOZA
AUDITOR CONTROLLER-COUNTY CLERK
BY DEPUTY

Project Title: North Edwards Water District Annexation of Fountain Trailer Park

Project Applicant: North Edwards Water District

Project Location - Specific:
16450 Frontage Road, North Edwards, CA 93523 (APN: 230-080-01); Fountain Trailer

Project Location - City: Unincorporated Project Location - County: Kern County

Description of Nature, Purpose and Beneficiaries of Project:
The proposed annexation includes one parcel currently receiving water service from North Edwards Water District under emergency authorization. No new infrastructure is proposed, and no changes to land use, zoning, or service levels will occur as a result of this annexation. The parcel is currently developed with 26 mobile home units and houses approximately

Name of Public Agency Approving Project: North Edwards Water District

Name of Person or Agency Carrying Out Project: Ryan Mahoney

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Sec. 15061(b)(3) and Sec 15319(a); Annexations of Existing Facilities
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt:
North Edwards Water District has determined that the proposed annexation of the Fountain Trailer Park into the North Edwards Water District qualifies for exemption under CEQA Guidelines Sections 15061(b)(3) and under Section 15319 (a), Class 19 and 15319 (b) Annexations of Existing Facilities and Lots for Exempt Facilities, including annexations of individual small parcels of the minimum size for facilities exempted by Section 15303, New Construction or Conversion of Small Structures.

Lead Agency
Contact Person: Ryan Mahoney Area Code/Telephone/Extension: 626-568-6110

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Date: 9/8/2026 Title: Civil Designer

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

Notice of Environmental Document
Posted by County Clerk on 09/10/2026
and for 30 days thereafter, Pursuant to
Section 21152(C), Public Resources Code

Revised 2011

State of California - Department of Fish and Wildlife

2026 ENVIRONMENTAL DOCUMENT FILING FEE

CASH RECEIPT

DFW 753.5a (REV. 01/01/26) Previously DFG 753 5a

Print | StartOver | Save

RECEIPT NUMBER:
15 — 09102026 — 15153413

STATE CLEARINGHOUSE NUMBER *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
NORTH EDWARDS WATER DISTRICT		9/10/2026

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
Kern	27847

PROJECT TITLE

NORTH EDWARDS WATER DISTRICT (NEWD) ANNEXATION OF FOUNTAIN TRAILER PARK

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
NORTH EDWARDS WATER DISTRICT		(626) 568-6110

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
13525 FRAN STREET	NORTH EDWARDS	CA	93523

PROJECT APPLICANT *(Check appropriate box)*

☐ Local Public Agency ☐ School District ☑ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,227.50	$	0.00
☐ Mitigated/Negative Declaration (MND)(ND)	$3,043.75	$	0.00
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,437.25	$	0.00

☐ Exempt from fee

- ☑ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$	0.00
☑ County documentary handling fee		$	50.00
☐ Other		$	

PAYMENT METHOD:

☐ Cash ☐ Credit ☑ Check ☐ Other **TOTAL RECEIVED** $ 50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X	M. VACA RAMOS, KERN COUNTY CLERK, FSS

ORIGINAL - PROJECT APPLICANT | COPY - CDFW/ASB | COPY - LEAD AGENCY | COPY - COUNTY CLERK | DFW 753.5a (Rev. 01012026)

KERN COUNTY / Auditor Controller

Aimee X. Espinoza
AUDITOR-CONTROLLER-COUNTY CLERK

August 19, 2026

Kern County Administrative Office
1115 Truxtun Ave., 5th Floor
Bakersfield, CA 93301

Re: North Edwards Water District Annexation No. 02, LAFCO Proceeding No. 1876

In accordance with Section 99 of the Revenue and Taxation Code, a jurisdictional change is being processed that affects the above-mentioned service area. To our knowledge, there is no exchange of property tax revenue from this annexation.

If you have any questions, please feel free to contact me at (661) 868-3515.

Sincerely,
Aimee X. Espinoza
Auditor-Controller-County Clerk

By _____

Corina Camarillo
Property Tax Division

PROCEEDING No. 1876 Date: August 10, 2026

In the matter of: North Edwards Water District :
Annexation No. 02 (Fountain Trailer Park)

Total Assessed Value for Annexation
Before Exemptions: $624,835

Breakdown of Value per TRA:

TRA	Secured AV	Unsecured AV	Subv Exmpt AV	NonSubv Exmpt AV
098-013	$481,681	$70,357	$0	$0

KERN COUNTY / ASSESSOR RECORDER

Laura Avila
Kern County Assessor-Recorder

Memorandum

TO: Aimee X. Espinoza
Auditor-Controller-County Clerk
Attention: Janelle Austin

Date: August 10, 2026

FROM: Laura Avila, Kern County Assessor-Recorder
by: Yesenia Sifuentes, GIS Tech II

SUBJECT: Jurisdictional Changes
RE: North Edwards Water District :
Annexation No. 02 (Fountain Trailer Park)

Here is a copy of our report to LAFCO RE: Proceeding No. 1876 together with a report to you showing the breakdown of both Secured & Unsecured AV per TRA . Also included & itemized, are any Exemption Values, if applicable.

Values are Gross, unless noted.

If you require any additional information, please let us know.

1876

AGENDA

REPORT OF KERN COUNTY ASSESSOR

Jon Lifquist, Assessor-Recorder

Kern Local Agency Formation Commission
5300 Lennox Ave. Suite 303
Bakersfield, CA 93309
661-716-1076
www.co.kern.ca.us/lafco/

Proceeding No. 1876
In the Matter of: North Edwards Water District : Annexation No. 02 (Fountain Trailer Park)

Date: 8/10/2026
By: Yesenia Sifuentes
GIS Tech II

1. The number of assessment parcels within subject territory is: 6
2. Subject territory is within the following Tax Rate Area(s): 098-013
3. Assessed valuation: (**Attach Sheet** Breakdown) Secured: $ 624,835 Unsecured: $ -
4. Do the subject territory boundaries correspond with lines of ownership in the last equalized assessment roll? ☑ YES ☐ NO
   a. List APN of non-corresponding parcels:
5. Do the subject territory boundaries correspond with lines of ownership in the current assessment roll being prepared? ☑ YES ☐ NO
   a. List APN of non-corresponding parcels:
6. Do the subject territory boundaries correspond with Tax Rate Area boundaries? ☑ YES ☐ NO
   a. List APN of non-corresponding TRA's:
7. Identify all incorporated cities who's city limit boundary is within three (3) miles of subject territory: (If none, please enter word "NONE") None
8. Please **ATTACH SHEET** identifying all local *agencies* within, or partially within, the boundaries of the subject territory. (Including cities, special districts, school districts and county service areas)
9. Please **ATTACH SHEET** identifying the *parcels within* the subject territory:
   Include: Assessee name, billing name, APN, ATN, TRA, roll type, assessed values and exemptions
10. Please **ATTACH SHEET** identifying the surface *owners within* the subject territory:
    Include: Assessee name, billing name, and billing address
11. Please **ATTACH SHEET** identifying property *owners outside* the subject territory, within 300 feet:
    Include: Assessee name, billing name, and billing address
12. Additional requested information:
13. Please provide comments or recommendations:
    There are 28 MobileHome APN's that are merely placeholders for future Mobilehomes.
    These APN's were intentionally ommitted from this report.

KERN COUNTY / Administrative Office

Nancy Anderson
COUNTY ADMINISTRATIVE OFFICER

August 19, 2026

Blair Knox
Executive Officer
Kern County Local Agency Formation Commission
5300 Lennox Ave, Suite 303
Bakersfield, CA 93309

JURISDICTIONAL CHANGE FOR NORTH EDWARDS WATER DISTRICT, ANNEXATION NO. 2, LAFCO PROCEEDING NO. 1876

A jurisdictional change for the North Edwards Water District has been filed with the Local Agency Formation Commission and is assigned LAFCo Proceeding No. 1876. It has been determined that there will be no transfer of service responsibilities with any other local agencies currently serving the area involved and accordingly that there should be no exchange of property tax revenues.

Therefore, please find attached Resolution No. 2011-119 adopted by the Kern County Board of Supervisors on May 10, 2011. If you have any questions, please feel free to contact me at (661) 868-3159.

Sincerely,

Thomas Brown
Chief Legislative & Intergovernmental Affairs Officer
Kern County Administrative Office

cc: Auditor-Controller-County Clerk

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF KERN, STATE OF CALIFORNIA

In the matter of: **Resolution No. 2011-119**

EXCHANGE OF PROPERTY TAX REVENUES
UPON LOCAL AGENCY JURISDICTIONAL CHANGE
FOR SPECIAL DISTRICTS WITHOUT TRANSFER OF
SERVICE RESPONSIBILITIES

I, KATHLEEN KRAUSE, Clerk of the Board of Supervisors of the County of Kern, State of California, do hereby certify that the following resolution, proposed by Supervisor Watson, seconded by Supervisor McQuiston, was duly passed and adopted by said Board of Supervisors at an official meeting hereof this 10th day of May, 2011, by the following vote, to wit

AYES: **McQuiston, Scrivner, Maggard, Watson, Goh**

NOES: **None**

ABSENT: **None**

BOARD OF SUPERVISORS KERN COUNTY, CA

KATHLEEN KRAUSE
Clerk of the Board of Supervisors
County of Kern, State of California
Karen L Wiens
Deputy Clerk

RESOLUTION

Section 1. WHEREAS:

(a) Pursuant to Revenue and Taxation Code Section 99, the Kern County Local Agency Formation Commission is required to submit a Notice of Filing of LAFCO Proceeding for local agency jurisdictional changes for special districts and the Kern County Auditor-Controller-County Clerk, is required to notify the governing bodies of the local agencies involved in the area of the proposed annexation by letter, and

(b) The aforesaid Section 99 provides that in the event a jurisdictional change would affect the service area or service responsibility of one or more special districts, the board of supervisors of the county or counties in which the districts are located shall negotiate any exchange of property tax revenues on their behalf; and

(c) The County Administrative Officer, representing the Board of Supervisors, has examined the Notice of Filings and the Kern County Auditor-Controller's letter regarding the jurisdictional changes for the special districts and has found that there will be no transfer of service responsibilities with any other local agencies currently serving the area involved and accordingly that there should be no exchange of property tax revenues;

Section 2. NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Kern, State of California, as follows:

1. When a determination is made by the County Administrative Officer on behalf of the Kern County Board of Supervisors that that there will be no transfer of service responsibilities with any other local agencies currently serving the area involved and accordingly that there should be no exchange of property tax revenues; then

2. The County Administrative Officer on behalf of the Board of Supervisors is directed to inform the Kern County Local Agency Formation Commission and the Kern County Auditor-Controller of the aforesaid determination by transmittal to them of a copy of this resolution.

POLANXSPECIALDISTRICTSres.docx

COPIES FURNISHED:
See above
5/12/2011 KW

North Edwards Water District :
Annexation No. 02 (Fountain Trailer Park)

NAME & ADDRESS INSIDE SUBJECT TERRITORY

ASSE_NAME	IN_CARE_OF	ADDR_BILL2
58 CLAYMINE LLC		NORTH EDWARDS CA 93523
ERICKSON JOHN/ SANDRA S		SUN VALLEY NV 89433-7527
ALLEN LYLE J		EDWARDS CA 93523-3205
ROBERTS TAMMY		EDWARDS CA 93523
DIXON DONALD L & BEVERLY		NORTH EDWARDS CA 93523
LANCE BONNIE M		BORON CA 93516

KERN

LOCAL AGENCY FORMATION COMMISSION

Certificate of Filing

In the Matter of:	Proceeding No. 1876
North Edwards Water District: Annexation No. 02 (Fountain Trailer Park)	

I, Blair Knox, Executive Officer of the Local Agency Formation Commission of the County of Kern, hereby certify that:

A proposal referenced and described above has been submitted to me and it has been found that:

- the proposal was initiated by a Resolution of Application; (G.C. §56650)
- the proposed territory has been found to be inhabited; (G.C. §56046)
- all application contents as prescribed by law are presented; (G.C. §56652)
- all affected agencies have been notified; and (G.C. §56658)

It has been established that the application contains the information and data requested and required by this Commission and has been **accepted** for filing on 28 September, 2026 (G.C. §56651)

Date of Hearing: Wednesday, 21 October, 2026

Time of Hearing: 5:15 PM

Place of Hearing: Kern Council of Governments (KernCOG)
1401 19th Street Suite #300
Bakersfield, CA 93301

This Certificate of Filing is issued pursuant to California Government Code §56658 (f). All time requirements for processing and consideration of this application specified by state law and the rules and regulations of this Commission shall become effective on the date of issuance of this certificate.

Blair Knox Digitally signed by Blair Knox Date: 2026.09.28 11:19:20 -07'00'

Blair Knox, Executive Officer

Proceeding No. 1878

EAST NILES
COMMUNITY SERVICE DISTRICT
Annexation No. 44

Report & Presentation Documents

- Report & Recommendation
- LAFCo Resolution (DRAFT)
- Display Maps

Application Packet

- Application Form
- Plan for Providing Services
- Resolution of Application
- Exhibit A – Legal Description
- Exhibit B – Map
- Environmental Documentation
- Consolidation Agreements

Supporting Documentation

- Report of Auditor
- Assessor's Landowners within
- Certificate of Filing

BEFORE THE LOCAL AGENCY FORMATION COMMISSION **OF THE COUNTY OF KERN** **STATE OF CALIFORNIA** In the Matter of: **ANNEXATION NO. 44 TO THE EAST NILES COMMUNITY SERVICES DISTRICT** (Parcels A through E — Water System Consolidation) Applicant: East Niles Community Services District Proceeding No. 1878	**EXECUTIVE OFFICER'S REPORT AND RECOMMENDATION** Prepared pursuant to Government Code sections 56665, 56668, 56375, and 57000 et seq. Hearing Date: October 21, 2026 Agenda Item No.: 8a **Blair Knox, Executive Officer** Kern Local Agency Formation Commission

I. RECOMMENDATION

The Executive Officer recommends that the Commission take the following actions:

- Review and consider the environmental documentation prepared and adopted by the East Niles Community Services District as Lead Agency, consisting of an Addendum to the District's Mitigated Negative Declaration, and find that the documentation is adequate for the Commission's action as a Responsible Agency.
- Approve Annexation No. 44 to the East Niles Community Services District, comprising the territory described in Exhibit “A” and depicted in Exhibit “B”, subject to the terms and conditions set forth in Section VIII.
- Determine that the requirement of notice, hearing, and protest proceedings will not be waived, and direct that protest proceedings be conducted in the manner required by Part 4 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Gov. Code § 57000 et seq.).

II. SUMMARY

The East Niles Community Services District requests annexation of approximately 423.53 acres in five separate areas of unincorporated east and southeast Bakersfield. The affected territory comprises the service areas of six small water systems that are being consolidated into the District under a State-funded water system consolidation project. Each of the six systems has executed a consolidation agreement with the District.

The territory is developed. It contains approximately 429 assessment parcels, approximately 397 dwelling units, and approximately 1,200 residents living primarily in single-family homes. No change in land use, density, or intensity of development is proposed, and none would result from the annexation. The existing service connections in the affected territory are largely unmetered; water meters are to be installed as part of the consolidation project, which the applicant anticipates will produce a significant reduction in water use.

This proposal is the completion of work the Commission has watched develop over the past several years. In April 2026 the Commission approved Annexation No. 43 under Proceeding No. 1827, a combination of boundary cleanup and additional territory undertaken in anticipation of the larger consolidation now before the Commission. Annexation No. 44 is that larger action. It

brings six separate small systems, several of which have struggled to deliver reliable and compliant drinking water, under a single public agency that is accountable to its ratepayers, subject to open-meeting and financial-reporting requirements, and capable of operating and maintaining a consolidated system.

The affected territory is inhabited. The Report of Elections identifies substantially more than the twelve registered voters that would permit the territory to be treated as uninhabited under Government Code section 56079.5, and the proposal does not carry the consent of one hundred percent of the landowners. Waiver of notice, hearing, and protest proceedings under Government Code section 56662 is therefore not available, and none is recommended. The Executive Officer recommends approval with protest proceedings conducted in the ordinary course.

III. PROPOSAL

Item	Description
Proposal	Annexation No. 44 to the East Niles Community Services District
Applicant / Initiating Agency	East Niles Community Services District, by Resolution of Application
Proceeding No.	1878
Purpose	Boundary change to add the service areas of six water systems to the District as part of a grant-funded water system consolidation project
Affected Territory	Five areas in unincorporated east and southeast Bakersfield: Parcel A, 59.34 acres south of Wilson Road and east of South Fairfax Road; Parcel B, 144.63 acres north of Wilson Road and east of Weedpatch Highway; Parcel C, 102.37 acres north of White Lane and east of South Sterling Road; Parcel D, 56.63 acres north of Redbank Road and east of South Fairfax Road; Parcel E, 60.56 acres south of Redbank Road and west of Weedpatch Highway
Area	423.53 acres, more or less
Assessment Parcels	429 assessment parcels (Report of the Kern County Assessor, August 25, 2026)
Assessed Valuation	Secured $89,812,853; unsecured $20,083; total $89,832,936
Existing Land Use	Rural residential; approximately 397 dwelling units, primarily single-family homes
Estimated Population	Approximately 1,200 residents
Service Proposed	Domestic water service
Inhabited Status	Inhabited territory; the Report of Elections identifies substantially more than 12 registered voters within the affected territory (Gov. Code § 56046)

Landowner Consent	Less than 100 percent; consolidation agreements executed by each of the six consolidating water systems
Environmental Review	Addendum to the District's Mitigated Negative Declaration; Notice of Determination filed by the District as Lead Agency
Map and Legal Description	Exhibit “A” and Exhibit “B”, checked and approved by the Kern County Surveyor's Office
Property Tax	No exchange of property tax revenue; Kern County Board of Supervisors Resolution No. 2011-119 applies

IV. BACKGROUND

A. The District

The East Niles Community Services District is an independent special district providing domestic water service in east Bakersfield and the surrounding unincorporated area. The affected territory lies within the District's adopted sphere of influence.

B. The Consolidation Project

The proposal arises from a grant-funded water system consolidation undertaken at the direction and with the support of the State Water Resources Control Board. Six small water systems serving the affected territory are to be consolidated into the District: Del Oro Water Company (Country Estates), Oasis Property Owners Association, San Joaquin Estates Mutual Water Company, Victory Mutual Water Company, Wilson Road Community Water, and Wilson Road Water Company, Inc. Each system has executed a consolidation agreement with the District, and those agreements are part of the application record.

Consolidation of small, often marginal, water systems into a larger public agency is the State's declared preference where reliable and compliant service cannot otherwise be assured, and it is consistent with the Commission's own policies favoring the orderly provision of service and the alignment of district boundaries with the territory actually served.

C. The Term “Consolidation” as Used in This Proceeding

The word “consolidation” carries two different meanings in the materials before the Commission, and the distinction should be clear on the record. The State Water Resources Control Board uses the term in the drinking water sense supplied by Health and Safety Code sections 116680 through 116684, where consolidation means the joining of two or more public water systems, ordinarily a smaller subsumed system being absorbed by a larger receiving system, and where the consolidation may be physical or managerial. That is the sense in which the six consolidation agreements in this record were executed and the sense in which the State-funded project has proceeded.

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 uses the term differently. Under Government Code section 56030, consolidation means the uniting or joining of two or more cities located in the same county into a single new successor city, or two or more districts into a single new successor district, and it is one of the changes of organization enumerated in Government Code section 56021. No district is being united with another district in this proceeding, and no successor district is being created.

Annexation No. 44 is an annexation within the meaning of Government Code section 56017, not a consolidation within the meaning of section 56030. The State-directed water system consolidation is the circumstance that gives rise to the proposal; the action requested of the Commission is a boundary change bringing the affected territory into the East Niles Community Services District so that the District may serve it. Where this report refers to the consolidation project, the consolidating systems, or the consolidation agreements, those references are to the drinking water consolidation carried out under the Health and Safety Code and not to a change of organization under the Cortese-Knox-Hertzberg Act.

D. Prior Commission Action

In April 2026 the Commission considered Proceeding No. 1827, Annexation No. 43, which annexed approximately 106.84 acres in 44 parcels of developed and unimproved land into the District. That proposal was described to the Commission at the time as a combination of boundary cleanup and additional territory brought forward in anticipation of a larger annexation that would bring the mutual water systems into the District at the request of the State Water Board. Annexation No. 44 is that anticipated proposal.

The Commission has also previously been informed of an extension of service by the District to Victory Mutual Water Company outside the District's boundary. Completion of the present annexation places that territory within the District's legal boundary and resolves the out-of-boundary service relationship.

E. The Present Application

The application was filed with the Commission with a plan for providing services, a resolution of application, executed consolidation agreements for each of the six systems, environmental documentation, a signed indemnification agreement, a document release form, a letter of justification regarding boundary configuration, a parcel listing, and a map and legal description approved by the Kern County Surveyor's Office. The process required by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 has been followed, including notice to affected and overlapping agencies and school districts and the notices and publications required by law.

V. FACTORS FOR CONSIDERATION (GOV. CODE § 56668)

A. Population, Land Use, and Land Values

The affected territory contains approximately 429 assessment parcels, approximately 397 dwelling units, and approximately 1,200 residents. Existing land use is rural residential, and the surrounding area is primarily residential and agricultural. Assessed valuation within the territory is $89,812,853 secured and $20,083 unsecured. No change in land use, density, or intensity of development is proposed or would result from the annexation.

B. Need for Organized Community Services; Present Cost and Adequacy of Service

The need for organized water service has been established through the State-supported consolidation project. The territory is presently served by six separate small water systems, and consolidation into the District is intended to provide reliable, compliant, and professionally operated domestic water service in place of that fragmented arrangement. Water meters are to be installed as part of the project, replacing the unmetered connections now in use.

C. Effect on Adjacent Areas, Mutual Social and Economic Interests, and Local Governmental Structure

The affected territory lies within the District's sphere of influence and is socially and economically part of the east and southeast Bakersfield community that the District serves. The annexation consolidates six separate water systems into one accountable public agency and simplifies, rather than complicates, local governmental structure.

D. Conformity with Commission Policies

The proposal is consistent with Commission policies favoring consolidation of overlapping or fragmented service providers, the alignment of district boundaries with actual service areas, and the orderly extension of service within adopted spheres of influence.

E. Ability to Provide Service; Timely Availability of Water Supplies

The District has the authority and the operational capacity to provide domestic water service within the affected territory. Construction of water system improvements is part of the State-funded consolidation project. The application states that the District may require additional personnel as a result of the expanded service area, and that staffing needs are evaluated annually as part of the District's budget process. The use of the properties will continue as it is today, and no increase in water demand is anticipated; the installation of meters is expected to reduce consumption.

F. Fiscal Effect and Financing

Upon annexation the affected territory will be subject to the District's rate structure and to all existing and future District rules, regulations, ordinances, and resolutions. Services are to be financed through grant funding, capacity fees, and service charges. There is no exchange of property tax revenue, and Kern County Board of Supervisors Resolution No. 2011-119 applies. The proposal does not assume existing bonded indebtedness and does not establish new special taxes or assessment districts.

G. Agricultural and Open Space Lands

The affected territory is developed rural residential land. It is not prime agricultural land as defined by Government Code section 56064, is not under a Land Conservation Act contract, and is not designated open space. The annexation will not result in the conversion of agricultural or open space land.

H. Regional Housing Needs

The proposal is submitted by a special district and does not affect a Regional Housing Needs Allocation. Kern Council of Governments has reported that it sees no conflict with the existing Regional Transportation Plan of Projects.

I. Groundwater and Water Supply Planning

The affected territory lies within the Kern River Groundwater Sustainability Area and is subject to the Kern County Subbasin Groundwater Sustainability Plan. The proposal does not increase water demand, and the metering of existing connections is expected to reduce extraction attributable to the affected territory.

J. Comments of Affected and Overlapping Agencies

Notice was given to affected local agencies, overlapping districts, school districts, and the county committee on school district organization. The Kern County Public Works Department,

County Service Areas Section, reported that the annexation does not affect the services the County Service Areas provide within or adjacent to the affected territory, because those areas do not provide water service; the only identified effect is that a County Service Area landscaping benefit area in one location may have a different water provider following completion. Kern Council of Governments reported no conflict with the Regional Transportation Plan. The City of Bakersfield's boundary lies within three miles of the affected territory.

K. Boundaries

The proposed boundaries follow the service areas of the six consolidating water systems and are described and depicted in the legal description and map approved by the Kern County Surveyor's Office. The Report of the Kern County Assessor confirms that the boundaries correspond with lines of ownership on the last equalized assessment roll, and identifies one parcel, Assessor's Parcel No. 173-250-16, that does not correspond with the roll currently being prepared. The applicant has provided a letter of justification addressing the configuration of the boundaries.

VI. ENVIRONMENTAL REVIEW

The East Niles Community Services District acted as Lead Agency under the California Environmental Quality Act. The District prepared an Addendum to its Mitigated Negative Declaration for the consolidation project and filed a Notice of Determination, both of which are included in the application record. The Commission is a Responsible Agency for purposes of the Act. The annexation authorizes no new land use and no change in the intensity of development; the physical improvements associated with the consolidation were the subject of the Lead Agency's environmental review. The Executive Officer recommends that the Commission, as a Responsible Agency, review and consider the Lead Agency's environmental documentation before acting on the proposal.

VII. PROPOSED DETERMINATIONS AND FINDINGS

The Executive Officer recommends that the Commission determine and find as follows:

- The proposal is consistent with the adopted sphere of influence of the East Niles Community Services District.
- The boundaries of the affected territory are definite and certain and are described in the legal description and map approved by the Kern County Surveyor's Office.
- The District possesses the authority and the capacity to provide domestic water service to the affected territory.
- The water agencies overlying the affected territory perform distinct functions within the structure of water service, and the annexation does not create a duplication of retail domestic water service, does not alter the authority or boundaries of any overlying agency, and does not require detachment from any such agency.
- The annexation will not result in the conversion of prime agricultural land or open space, and no Land Conservation Act contract is affected.
- The proposal promotes the orderly and efficient provision of domestic water service, consolidates six separate small water systems under a single accountable public agency, and does not induce or facilitate new development.
- There is no exchange of property tax revenue, and Kern County Board of Supervisors Resolution No. 2011-119 applies.

- The affected territory is inhabited within the meaning of Government Code section 56046, and the proposal does not have the written consent of all owners of land within the affected territory; accordingly, notice, hearing, and protest proceedings are not waived.
- The Commission, as a Responsible Agency, has reviewed and considered the environmental documentation prepared and adopted by the Lead Agency.
- The applicant has executed an agreement to defend, indemnify, and hold harmless the Commission and its agents, officers, and employees from any liability or loss connected with approval of this proceeding.
- The proposal is in the public interest and is consistent with the purposes of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

VIII. RECOMMENDED TERMS AND CONDITIONS

Approval is recommended subject to the following terms and conditions:

- The affected territory shall be subject to all existing and future rules, regulations, ordinances, resolutions, and rate structures of the East Niles Community Services District.
- The distinctive short-form designation of the territory shall be “East Niles Community Services District: Annexation No. 44.”
- The acreage of the affected territory shall be that stated in the map and legal description approved by the Kern County Surveyor's Office, being 423.53 acres, more or less.
- The District shall pay all fees, charges, and costs incurred by the Commission in connection with this proceeding, including charges of the County Surveyor, the County Assessor, and the Elections Division, and all State Board of Equalization and recordation charges.
- Upon receipt of final payment of all expenses incurred in this proceeding, including County Surveyor, Assessor, and Elections charges, the Commission shall submit the Certificate of Completion and all required documents to the State Board of Equalization and shall record the Certificate of Completion.
- The consolidation agreements executed between the District and each of the six consolidating water systems shall remain in force according to their terms, and completion of this proceeding shall not alter the obligations of the parties under those agreements.
- If the Commission modifies the boundaries of the affected territory, completion shall be deferred until an amended map and legal description conforming to the Commission's action have been prepared at the applicant's expense and approved by the Kern County Surveyor's Office.
- This approval shall expire if the proceeding is not completed within the time prescribed by Government Code section 57001, unless extended by the Commission.

IX. PROTEST PROCEEDINGS

The affected territory is inhabited, and the proposal does not carry the written consent of all owners of land within the affected territory. The conditions that would permit the Commission to waive notice, hearing, and protest proceedings under Government Code section 56662 are therefore not present, and no waiver is recommended.

If the Commission approves the proposal, protest proceedings should be conducted in the manner required by Part 4 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. Because the territory is inhabited, the outcome of the protest proceeding will turn on the level of written protest received from registered voters and landowners within the affected territory, measured against the thresholds established by Government Code sections 57075 and 57078. Staff will conduct the protest proceeding and return to the Commission with the result.

The consolidation project affects a substantial number of households that have depended on small systems for their drinking water. Conducting the protest proceeding in the ordinary course gives those residents the process the statute affords them and produces a record that is complete on its face.

Respectfully submitted,

BLAIR KNOX

Executive Officer

Kern Local Agency Formation Commission

BEFORE THE LOCAL AGENCY FORMATION COMMISSION
COUNTY OF KERN, STATE OF CALIFORNIA

In the Matter of:	**Resolution No. 26-XX**
EAST NILES COMMUNITY SERVICES DISTRICT: ANNEXATION NO. 44	**Proceeding No. 1878**
	Minute Book 73

I, Blair Knox, Executive Officer, of the LOCAL AGENCY FORMATION COMMISSION, COUNTY OF KERN, STATE OF CALIFORNIA, hereby certify that the following resolution, proposed by Commissioner XXXX, seconded by Commissioner XXXX, was duly adopted by the Commission at an official meeting thereof held on the **21st day of October 2026**, by the following vote:

AYE: XXXX

NAYE: XXXX

ABSTAIN: XXXX

ABSENT: XXXX

_____
Blair Knox, Executive Officer

- -

RESOLUTION MAKING DETERMINATION

- - - - - - - - - - - - - - - -

Whereas, pursuant to the Government Code § 54963. et seq., meetings were held both at a physical location and by video conference to attend to any health and safety concerns of the panelist and/or participants;

Whereas pursuant to Government code § 56658. a proposal for the annexation of territory to the East Niles Community Services District ("APPLICANT"), designated as Annexation No. 44, was initiated by Resolution of Application to the Local Agency Formation Commission of Kern County ("COMMISSION");

Whereas on October 21, 2026, the COMMISSION held a public meeting on the proposed Resolution of Application submitted by the APPLICANT;

DRAFT

Whereas pursuant to Government code § 56046. the proposed territory is inhabited;

Whereas pursuant to Government code § 56658. (b) all affected public agencies were notified;

Whereas pursuant to Government code § 56661. (h)(i) all affected landowners and registered voters were notified;

Whereas pursuant to Government code § 56157. (d)(f) all landowners and registered voters within 300 feet of the affected area were notified;

Whereas pursuant to Government code § 56660. the notice of hearing was published and posted;

Whereas pursuant to Government code § 56665. the Executive Officer prepared a Report and Recommendation considering all the factors in conformance with Government code § 56668;

Whereas on said 21st day of October 2026, this Commission considered the Mitigated Negative Declaration, adopted by the lead agency;

Whereas the COMMISSION is fully advised in the premises; now therefore, be it

Resolved that the Local Agency Formation Commission, County of Kern, State of California, on behalf of its members, finds and determines as follows:

1. specific reference is hereby made to all the papers, documents, files and proceedings heretofore and now taken, had and filed in this matter have been and now are in all respects as required by law with particular reference to Minute Item 10/21/26-X as appears upon the official minutes of the proceedings of this COMMISSION;

2. all of the proceedings heretofore and now taken and had in this matter have been and now are in all respects as required by law;

3. the facts set forth in the Executive Officer Report and Recommendation presented to the COMMISSION are true;

4. the territory proposed for annexation is inhabited (more than 12 registered voters);

5. all public agencies, landowners, registered voters of the affected area, and all landowners and registered voters within 300 ft of the affected area were notified;

DRAFT

6. the annexation will be in the best public interest;

7. the Mitigated Negative Declaration, findings and mitigation and monitoring plan was reviewed and adopted;

8. Pursuant to Part 4 (commencing with § 57000) protest proceedings need to be initiated; / Commission waived notice, hearing and protest proceedings with conditions pursuant to Government Code 56663. et seq.;

9. the proposed affected territory, is all within the County of Kern, State of California,

10. pursuant to the authority granted by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, said territory set forth in the Application for Proceeding on Resolution, by Legislative body, filed herein on September 28, 2026, hereby assigned to the territory proposed to be annexed the following distinctive short form designation, to wit: "East Niles Community Services District: Annexation No. 44", particularly described and delineated in Exhibit "A", attached hereto and by reference made apart hereof; is hereby approved and subject to the following conditions:

a. the APPLICANT has signed an agreement to actively defend or indemnify and hold harmless the COMMISSION or its agents, officers, and employees, from any liability or loss connected with the approval of this proceeding;

b. the APPLICANT has provided district "Terms and Conditions Annexations" regarding the affected areas, (attached as districts Exhibit E), and;

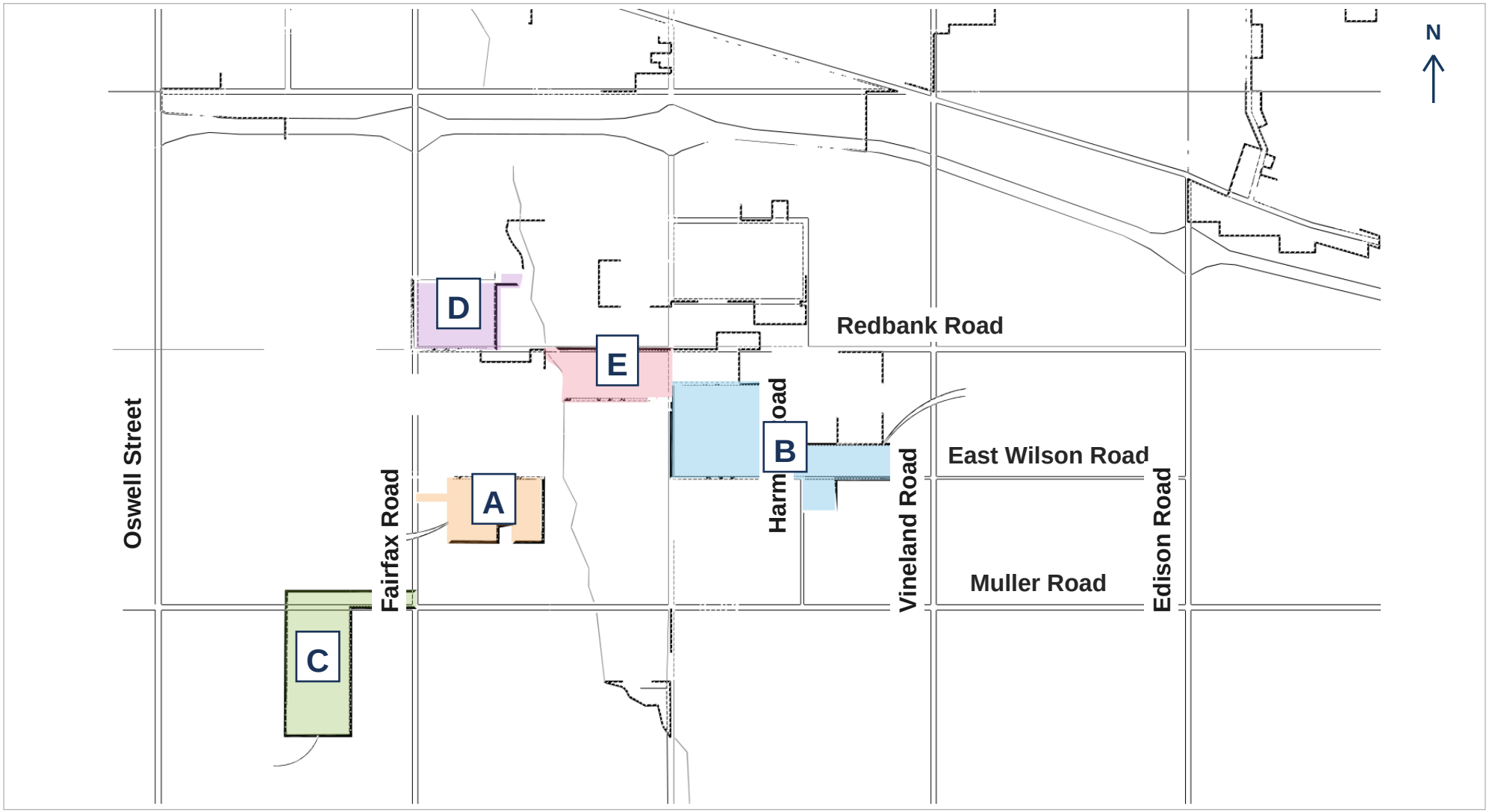
11. the COMMISSION authorizes and directs the Executive Officer to file and record all documentation required by law upon completion of all directives set forth in regard to this proceeding.

DRAFT

EAST NILES COMMUNITY SERVICES DISTRICT

ANNEXATION NO. 44 | OVERVIEW - ALL FIVE AREAS

CLEAN DISPLAY DRAFT



A - Victory Mutual Water

B - Wilson Road Community Water

C - San Joaquin Estates Mutual Water Company

D - Oasis Property Owners Association

E - Del Oro Water Company Country Estates

Exhibits A and B control. Shading requires boundary verification. Current district boundaries have not been independently verified.

AGENDA

EAST NILES COMMUNITY SERVICES DISTRICT

ANNEXATION NO. 44 | AREA A - 59.34 ACRES

CLEAN DISPLAY DRAFT



Proposed annexation: Area A

Existing district: source boundary linework

North up | Not for measurement | Total: 423.53 acres, more or less | Page 2 of 6

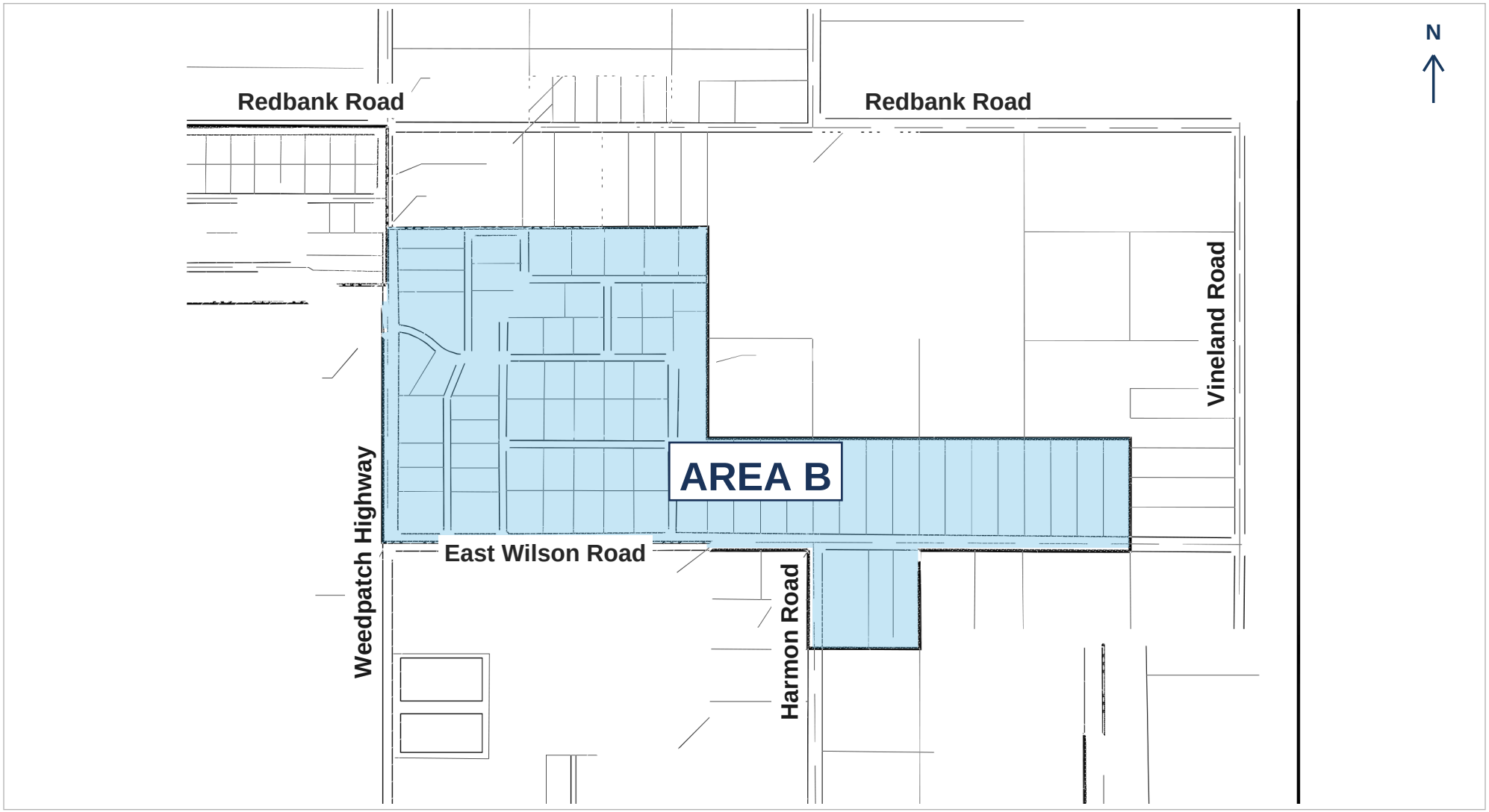
DISPLAY ONLY: For Commission and public orientation, not a survey. Exhibits A and B control. Shading is generalized and requires boundary verification. Source: Exhibit B, sheet 2 of 6. Current district boundaries have not been independently verified.

AGENDA

EAST NILES COMMUNITY SERVICES DISTRICT

ANNEXATION NO. 44 | AREA B - 144.63 ACRES

CLEAN DISPLAY DRAFT



Proposed annexation: Area B

Existing district: source boundary linework

North up | Not for measurement | Total: 423.53 acres, more or less | Page 3 of 6

DISPLAY ONLY: For Commission and public orientation, not a survey. Exhibits A and B control. Shading is generalized and requires boundary verification. Source: Exhibit B, sheet 3 of 6. Current district boundaries have not been independently verified.

EAST NILES COMMUNITY SERVICES DISTRICT

ANNEXATION NO. 44 | AREA C - 102.37 ACRES

CLEAN DISPLAY DRAFT



Proposed annexation: Area C

Existing district: source boundary linework

North up | Not for measurement | Total: 423.53 acres, more or less | Page 4 of 6

DISPLAY ONLY: For Commission and public orientation, not a survey. Exhibits A and B control. Shading is generalized and requires boundary verification. Source: Exhibit B, sheet 4 of 6. Current district boundaries have not been independently verified.

AGENDA

EAST NILES COMMUNITY SERVICES DISTRICT

ANNEXATION NO. 44 | AREA D - 56.63 ACRES

CLEAN DISPLAY DRAFT



Proposed annexation: Area D

Existing district: source boundary linework

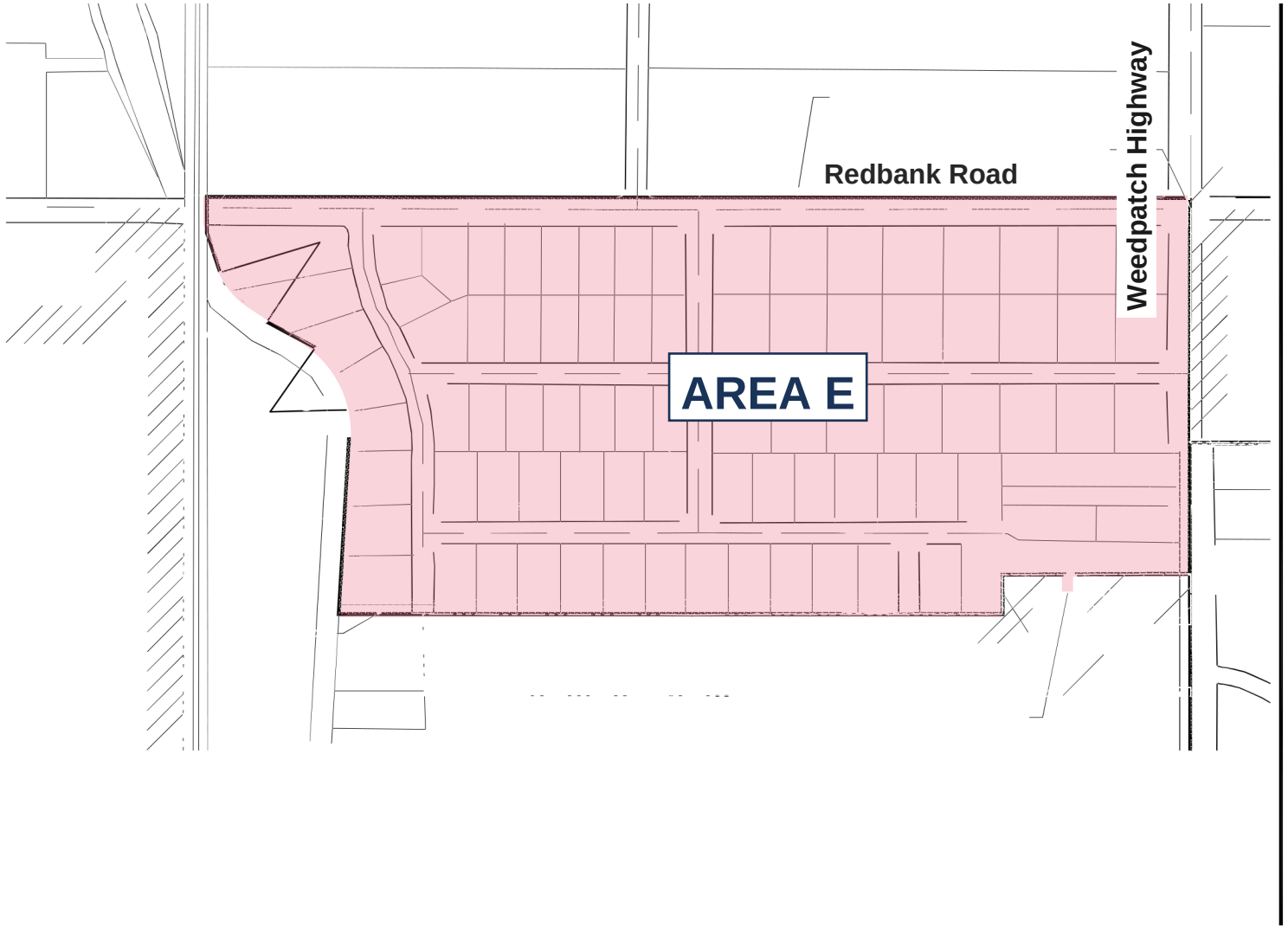
North up | Not for measurement | Total: 423.53 acres, more or less | Page 5 of 6

DISPLAY ONLY: For Commission and public orientation, not a survey. Exhibits A and B control. Shading is generalized and requires boundary verification. Source: Exhibit B, sheet 5 of 6. Current district boundaries have not been independently verified.

EAST NILES COMMUNITY SERVICES DISTRICT

ANNEXATION NO. 44 | AREA E - 60.56 ACRES

CLEAN DISPLAY DRAFT



Proposed annexation: Area E

Existing district: source boundary linework

North up | Not for measurement | Total: 423.53 acres, more or less | Page 6 of 6

DISPLAY ONLY: For Commission and public orientation, not a survey. Exhibits A and B control. Shading is generalized and requires boundary verification. Source: Exhibit B, sheet 6 of 6. Current district boundaries have not been independently verified.

KERN LOCAL AGENCY FORMATION COMMISSION

Application for Annexations, Detachments and Reorganizations

(Attach additional sheets as necessary)

Application Type: check all that apply

◉ Annexation ○ Consolidation ○ Detachment ○ Dissolution ○ Formation

○ Incorporation ○ Merger ○ Name Change ○ Reorganization ○ Subsidiary District

1. Type of Application:

◉ Local Agency *(resolution)* ○ Land Owner *(petition)* ○ Registered Voter *(petition)* ○ Other

2. Name of Application: (The name should match the title on the map and legal description)

A. List the reference name that identifies the subject agency and type of reorganization: *e.g. Annexation No. XX.* If more than one agency involved, include all agencies with corresponding reorganization reference: *e.g. Agency Name 1: Annexation No. XX, Agency Name 2: detachment X, etc...*

East Niles Community Services District Annexation No.44

B. List all proposed service and boundary changes for this application:

Boundary change to add the service areas of six water systems to the ENCSD as part of a grant funded water system consolidation project.

3. Nature of proposal: (Why is this proposal being filed?)

Annexation has been requested as follows:
Parcels A-E: annexation to be eligible for domestic water service as a part a grant funded water system consolidation project. All water systems have executed consolidation agreements.

4. Describe the acreage and general location: (description will be used on notices and publications)

A. Number of proposed areas (acres of each area) & (total acreage):

Parcel A: 59.34 acres located south of Wilson Road and east of South Fairfax Road
Parcel B: 144.63 acres located north of Wilson Road and east of Weedpatch Highway
Parcel C: 102.37 acres located north of White Lane and east of South Sterling Road
Parcel D: 56.63 acres located north of Redbank Road and east of South Fairfax Road
Parcel E: 60.56 acres located south of Redbank Road and west of Weedpatch Highway
Total Area = 423.53 acres

B. Describe the general location; (include streets, direction, postal address if available, and Accessor Parcel Number/s)

See attached APN list

5. Land Use - Present and Future:

A. Describe the current physical land use of the proposed area? E.G. vacant, residential, agriculture, etc.

Existing land use is rural residential

B. Describe any planned development that would result from or be facilitated by this proposed boundary change.

No planned development would result from this boundary change.

C. Describe the current physical land use of the area surrounding the proposal: E.G. vacant, residential, commercial, industrial, agriculture, etc.

The area surrounding the annexation consists primarily of residential and agricultural land use.

6. Zoning - Present and Future:

A. List the existing County/City zoning land use designation/s.

E(2 1/2), E(1), E(1/2), R-1

B. List and attach adopted pre-zoning. (CITIES ONLY - mark attachment 6B)

7. Conformity with County and City General Plans:

A. List the existing County General Plan designation/s for the proposal area.

Rural Residential, Urban Estate Residential, Estate Residential, Suburban Residential, Low Medium Density Residential

B. List the City general plan designation for the area (CITIES ONLY).

C. Do the proposed uses conform with the above listed plans? ○ YES ○ NO

If "NO"; please explain:

N/A - no proposed change in use

8. Criteria for Determination without Notice and Hearing (Gov. Code § 56662)

A. Is the affected area uninhabited territory? ○ YES ◉ NO

"Uninhabited territory" means territory within which there reside fewer than 12 registered voters. Gov. Code §56079.5
Provide any notations indicating possible voters. (LAFCo will verify registered voters with most current election data)

B.- PETITION

Is the petition signed by all of the owners of land within the affected territory?

OR ○ YES ○ NO

C.- RESOLUTION Do all (100%) of the Land Owner/s consent to the reorganization?

'YES *X*NO

If "YES"; attach letter/s of consent for each land owner (include land owner name, Assessor Parcel Number/s) or any additional documents that would be satisfactory to the commission, that all the owners of land within the affected territory have given their written consent to the proposal. Label the attachment/s 8C-1, 8C-2, etc.

D. Is the affected area uninhabited territory? ○ YES ◉ NO

"Uninhabited territory" means territory within which there reside fewer than 12 registered voters. Gov. Code §56079.5
Provide any notations indicating possible voters. (LAFCo will verify registered voters with most current election data)

9. Conformity with Spheres of influence:

Is the proposal area within the sphere of influence of the annexing agency?

◉ YES ○ NO

If "NO"; include a proposal to amend the agency's sphere of influence.

Provide the following:
(1) agency resolution/petition
(2) sphere of influence amendment application
(3) sphere of influence amendment map.

10. Impact on Agriculture:

A. Is the affected property "Agricultural Lands" as defined in Gov. Code §56016?

1) Is the affected property currently producing a commercial agricultural commodity?
○ YES ◉ NO

2) Is the affected property fallow under a crop rotational program?
○ YES ◉ NO

3) Is the affected property enrolled in an agricultural subsidy or set-aside program?
○ YES ◉ NO

B. Is the affected property "Prime Agricultural Lands" as defined in Gov. Code §56064?
○ YES ◉ NO

If "YES" to any of A or B above; provide an explanation as to the reasoning for possible removal of the property from agriculture status.

C. Is any portion of the property within a Land Conservation Act contract? (Williamson Act)
○ YES ◉ NO

1) If "YES"; provide the contract number and the date the contract was executed.
Contract No. Contract Date:

2) If "YES"; has a notice of non-renewal been filed? ○ YES ○ NO
Non-renewal filing Date:

D. Will the city succeed to the contract pursuant to Section 51243? (CITIES ONLY).
○ YES ○ NO

If "YES"; has County Planning been notified and agree with the modification?
○ YES ○ NO

If "YES"; please provide documentation from County Planning regarding any modification agreement.

11. Impact on Open Space:

Is the affected property Open Space land as defined in Gov. Code §65560(h)(1-6)?
○ YES ◉ NO

If "YES"; please provide an explanation as to the reasoning for possible removal of the property from open space status.

12. Relationship to Regional Housing Goals and Policies: (CITIES ONLY)

Will this proposal result in or facilitate a credit/debit towards the City's most recent Regional Housing Need Allocation (RHNA) number provided by Kern Council of Governments?
○ YES ○ NO

If "YES"; has County Planning been notified and agree with the allocation modification?
○ YES ○ NO

If "YES"; please provide documentation from County Planning regarding any RHNA allocation modification agreement.

13. Population:

B. Provide the population of residents within the affected area: about 1,200 persons

C. List the number of existing dwelling units within the proposal area: about 397 dwellings

D. Describe the type of existing dwelling units within the proposal area i.e. house, apartment, etc: *primarily single family homes*

14. Dependability of Water Supply for Projected Needs & Existing Water Plans:

A. Will the proposal result in or facilitate an increase in water usage?

○ YES ◉ NO

If "YES"; please provide the projected amount of increase and identify any resources that would be a factor in the support of the proposal i.e. Master Water Plans, Expansion Plans, etc.

* If necessitated: attach a statement from the retail water purveyor that describes the timely availability of potable water supplies that will be adequate for the projected needs.

B. Is the proposal area within the boundaries of an Adjudicated Basin as per California Department of Water Resources (DWR) Bulletin 118? ○ YES ◉ NO

If "YES"; please provide the name of the Adjudicated Basin?

C. Is the proposal area within the boundaries of an identified Critically Overdraft Basin as per California Department of Water Resources (DWR) Bulletin 118? ◉ YES ○ NO

If "YES"; please provide the name of the Basin?

D. Is the proposal area within the boundaries of a Groundwater Stainability Area (GSA)?

◉ YES ○ NO

If "YES"; please provide the name of the Groundwater Stainability Area (GSA)?
Kern River GSA

E. Is the proposal area within the boundaries of a Groundwater Stainability Plan (GSP)?

◉ YES ○ NO

If "YES"; please provide the name of the Groundwater Stainability Plan (GSP)?
Kern County Subbasin GSP

15. Environmental Impact of the Proposal

A. What type of environmental document has been prepared?

- ○ Notice of Exemption (NOE)
- ○ Negative Declaration (ND) - Include all Studies and Reports
- ◉ Mitigated Negative Declaration (MND) - Include all Studies and Reports
- ○ Environmental Impact Report (EIR) - Include Full Report

If necessitated: attach the lead agency's resolution listing significant impacts anticipated from the project, mitigation measures adopted to reduce or avoid significant impacts and, if adopted, a "Statement of Overriding Considerations."
Include a copy of receipt for Fish and Game payment.

B. Who is the "lead agency" for this proposal?

Agency: East Niles Community Services District
Contact Name: Monique Roberts, AECOM
Title: Project Manager
Address: 5001 E. Commercenter Drive, Suite 100
City: Bakersfield State: CA Zip Code: 93309
email: monique.roberts@aecom.com Phone Number: 6612832349

C. Was LAFCo notified/involved with the CEQA process prior to an environmental document as identified ?

○ YES ◉ NO

The Lead Agency's decision whether to prepare an ND, MND, or an EIR is binding on all Responsible and Trustee Agencies, except in unusual circumstances (PRC Section 21080.1(a); State CEQA Guidelines Section 15050(c)). Therefore, a Lead Agency is required to consult with and involve all Responsible and Trustee Agencies throughout the CEQA process. First, the Lead Agency must consult with Responsible and Trustee Agencies prior to determining whether a negative declaration or an EIR is required for a project (PRC Section 21080.3(a); State CEQA Guidelines Section 15063(g)). If a Lead Agency determines an EIR is required for a project, the Lead Agency must send a Notice of Preparation to all Responsible and Trustee Agencies, who will then specify to the Lead Agency "the scope and content of the environmental information that is germane to the statutory responsibilities" of that agency in connection with the proposed project and which must be included in the EIR (PRC Section 21080.4; State CEQA Guidelines Section 15082(b)).

16. Property Tax/Bonded Indebtedness

A. ◉ There will be no exchange of property tax
○ Master property tax exchange agreement should apply. (CITIES ONLY- Provide Letter)
○ Other agreement is to be negotiated.

B. Will the proposal area assume any existing bonded indebtedness upon annexation?

○ YES ◉ NO

If "YES"; how will the indebtedness be repaid? (e.g. property taxes, special tax, assessments, service fees):

C. Are their plans to establish any new special taxes, fees, or assessment districts in order to pay for new or extended service(s) to the proposal area?

○ YES ◉ NO

If "YES"; describe which services and status of new funding source(s):

17. Plan for Services

A. Description of services to be extended to the affected area.
(Please use Plan for Services form provided in the application packet) List the services that are to be provided by your agency and provide in detail any services's that your agency is authorized to provide but will be provided by another agency.

B. Indicate any improvements or upgrading of infrastructure regarding roads, sewers, water, facilities or other conditions that will be a result of the proposal.

Construction of water system improvements is part of the State grant funded water system consolidation project. See MND.

C. What effects, if any, would annexation of this territory have on the existing level of city/district services (i.e. need for additional emergency service personnel or construction of new facilities, etc.)?

The District may need additional personnel as a result of the additional water service area. The need for employees is considered by the District annually as part of their budget analysis.

D. How will these services be financed? Include both capital improvements, maintenance and operation?

Grant funding, capacity fees, and service charges

E. Are any services currently being provided in the affected area that the planned (proposed) services will now be providing i.e. overlapping services?

○ YES ◉ NO

If "YES"; has the current providing agency/s been contacted and an agreement been reached regarding service delivery between all agencies involved?

○ YES ◉ NO

If "YES"; please provide a "letter of overlapping agreement" or a "resolution for detachment" of the affected area or a "resolution of dissolution" of a special district, from the current service provider/s board, commission or council.

F. If detachment, indicate any services which will no longer be available to the affected area and who will take over provision of these services.

N/A

18. Services Provided by other Public Agencies

A. Are there any Cities or Special Districts whose services will require that they be annexed, detached or dissolved due to your agency providing services? (include County Service Areas) ○ YES ◉ NO

If "YES"; list public agency/ies name, type of service/s in question and specify if annexation, detachment or dissolution is required for each public agency:

B. If "YES" to 9-A; has the public agency/ies been informed of the proposal? ○ YES ○ NO

19. Boundaries

A. Why are these particular boundaries being used?

These are the boundaries of the consolidating water systems. General mutuals boundaries.

B. Does the proposed boundary create an island, peninsula or curricula? please provide letter of justification?

◉ YES ○ NO

If "YES"; please provide a letter of justification.

C. Is the affected area adjacent to a Disadvantaged Unincorporated Community?

◉ YES ○ NO

If "YES" and a annexation greater than ten (10) acres is proposed, please answer the following questions:

1) Has an application to annex the DUC been filed in the past five (5) years?

○ YES ◉ NO

B.

If "YES"; provide date of application:

2) Is there written evidence that a majority of registered voters within the affected territory are opposed to annexation?

◯ YES ◯ NO

If "YES"; attach documentation.

20. Final Comments

A. Describe any conditions that should be included in LAFCo's resolution of approval.

See attached Consolidation Agreements from consolidating systems.

B. Provide any other comments or justifications regarding the proposal.

See attached MND. The proposed annexation area is developed in single family homes with unmetered water service connections. Water meters will be installed as part of the project which will likely result in a significant reduction in water use.

21. Notices and Staff Reports

List up to three persons to receive copies of the LAFCo notice of hearing and staff report.

A. Name: Tim Ruiz — email: truiz@eastnilescsd.org
Title: General Manager — Phone: (661) 871-2077

B. Name: Monique Roberts, AECOM — email: monique.roberts@aecom.com
Title: Project Manager — Phone: (661) 283-2349

C. Name: — email:
Title: — Phone:

22. Contact Person

Who should be contacted if there are questions about this application?

A. Name: Monique Roberts — email: monique.roberts@aecom.com
Title: Project Manager — Phone: (661) 283-2349

Signature Field: Monique Roberts

SAVE FORM AS PDF OR PRINT TO PDF AND EMAIL TO:
deo@kernlafco.org or eo@kernlafco.org

LAFCo Internal Use Only

◯ Municipal Service Review on File
◯ Municipal Service Review is Current
◯ Municipal Service Review Requires Updating
◯ Master Tax Agreement on File
◯ Master Tax Agreement is Current
◯ Sphere of Influence Requires Amendment

AGENDA

East Niles Community Services District

7443 Niles Street, Bakersfield, CA 93306
P.O. Box 6038, Bakersfield, CA 93386
Phone: (661) 871-2011
Fax: (661) 871-2356

LOCAL AGENCY FORMATION COMMISSION
Attention: Executive Officer
5300 Lennox Avenue, Suite 303
Bakersfield, CA 93309-1662

August 21, 2026

East Niles Community Services District – Annexation No. 44
Justification of Island

Annexation No. 44 to the East Niles Community Services District (District) consists of adding the service area boundaries of six small municipal water systems which are being consolidated to the District at the request of the State of California Division of Drinking Water and being accomplished through State grant funding.

Parcel C, the boundary of the Oasis Property Owners Association water system, is not contiguous with the District's existing boundary. This will create an island since the area lying between Parcel C and the District is not part of the grant funded project. However, Parcel C is located within the District's Sphere of Influence and the District has included the overall water system consolidation project as part of its most recent Master Plan.

The District requests LAFCO to approve the island created by Parcel C of Annexation No. 44.

Yours Sincerely,

Timothy P. Ruiz, P.E.
General Manager

ENCSD Annexation No. 44 - Parcel Listing

APN	Consolidating Water System	APN	Consolidating Water System	APN	Consolidating Water System
173-101-01	Victory MWC	173-103-17	Victory MWC	173-141-11	Victory MWC
173-101-03	Victory MWC	173-103-23	Victory MWC	173-142-01	Victory MWC
173-101-04	Victory MWC	173-103-24	Victory MWC	173-142-02	Victory MWC
173-101-05	Victory MWC	173-103-27	Victory MWC	173-142-03	Victory MWC
173-101-07	Victory MWC	173-103-28	Victory MWC	173-142-04	Victory MWC
173-101-10	Victory MWC	173-103-29	Victory MWC	173-142-05	Victory MWC
173-101-11	Victory MWC	173-103-30	Victory MWC	173-142-06	Victory MWC
173-101-12	Victory MWC	173-110-01	Victory MWC	173-142-10	Victory MWC
173-101-13	Victory MWC	173-110-02	Victory MWC	173-142-11	Victory MWC
173-101-17	Victory MWC	173-110-03	Victory MWC	173-142-12	Victory MWC
173-101-19	Victory MWC	173-121-04	Victory MWC	173-142-15	Victory MWC
173-101-20	Victory MWC	173-121-07	Victory MWC	173-142-16	Victory MWC
173-101-22	Victory MWC	173-121-08	Victory MWC	173-142-18	Victory MWC
173-101-23	Victory MWC	173-121-10	Victory MWC	173-142-21	Victory MWC
173-101-24	Victory MWC	173-121-11	Victory MWC	173-142-24	Victory MWC
173-102-01	Victory MWC	173-121-14	Victory MWC	173-142-25	Victory MWC
173-102-02	Victory MWC	173-121-15	Victory MWC	173-142-28	Victory MWC
173-102-03	Victory MWC	173-121-16	Victory MWC	173-142-29	Victory MWC
173-102-04	Victory MWC	173-121-17	Victory MWC	173-142-30	Victory MWC
173-102-05	Victory MWC	173-121-18	Victory MWC	173-142-32	Victory MWC
173-102-06	Victory MWC	173-121-20	Victory MWC	173-142-33	Victory MWC
173-102-08	Victory MWC	173-122-02	Victory MWC	173-143-02	Victory MWC
173-102-10	Victory MWC	173-122-03	Victory MWC	173-143-03	Victory MWC
173-102-11	Victory MWC	173-122-04	Victory MWC	173-143-06	Victory MWC
173-102-12	Victory MWC	173-122-05	Victory MWC	173-143-11	Victory MWC
173-102-13	Victory MWC	173-122-06	Victory MWC	173-143-12	Victory MWC
173-102-14	Victory MWC	173-122-07	Victory MWC	173-143-13	Victory MWC
173-102-16	Victory MWC	173-122-08	Victory MWC	173-143-14	Victory MWC
173-102-17	Victory MWC	173-122-09	Victory MWC	173-143-18	Victory MWC
173-103-02	Victory MWC	173-122-10	Victory MWC	173-143-19	Victory MWC
173-103-03	Victory MWC	173-122-11	Victory MWC	173-143-25	Victory MWC
173-103-04	Victory MWC	173-122-12	Victory MWC	173-143-26	Victory MWC
173-103-05	Victory MWC	173-122-13	Victory MWC	173-143-27	Victory MWC
173-103-06	Victory MWC	173-122-14	Victory MWC	173-143-28	Victory MWC
173-103-07	Victory MWC	173-141-01	Victory MWC	173-144-01	Victory MWC
173-103-10	Victory MWC	173-141-02	Victory MWC	173-144-02	Victory MWC
173-103-11	Victory MWC	173-141-03	Victory MWC	173-144-03	Victory MWC
173-103-12	Victory MWC	173-141-04	Victory MWC	173-144-04	Victory MWC
173-103-13	Victory MWC	173-141-06	Victory MWC	173-144-05	Victory MWC
173-103-14	Victory MWC	173-141-07	Victory MWC	173-151-01	Victory MWC
173-103-15	Victory MWC	173-141-08	Victory MWC	173-151-02	Victory MWC
173-103-16	Victory MWC	173-141-10	Victory MWC	173-151-03	Victory MWC

ENCSD Annexation No. 44 - Parcel Listing

APN	Consolidating Water System	APN	Consolidating Water System	APN	Consolidating Water System
173-151-05	Victory MWC	173-153-15	Victory MWC	173-301-10	Del Oro WC
173-151-06	Victory MWC	173-153-16	Victory MWC	173-301-11	Del Oro WC
173-151-09	Victory MWC	173-153-18	Victory MWC	173-301-12	Del Oro WC
173-151-10	Victory MWC	173-153-19	Victory MWC	173-301-13	Del Oro WC
173-151-14	Victory MWC	173-153-20	Victory MWC	173-301-14	Del Oro WC
173-151-15	Victory MWC	173-153-21	Victory MWC	173-301-15	Del Oro WC
173-151-17	Victory MWC	173-153-24	Victory MWC	173-301-16	Del Oro WC
173-151-18	Victory MWC	173-153-26	Victory MWC	173-302-01	Del Oro WC
173-151-19	Victory MWC	173-153-27	Victory MWC	173-302-02	Del Oro WC
173-152-02	Victory MWC	173-153-29	Victory MWC	173-302-03	Del Oro WC
173-152-03	Victory MWC	173-153-36	Victory MWC	173-302-04	Del Oro WC
173-152-04	Victory MWC	173-153-37	Victory MWC	173-302-05	Del Oro WC
173-152-05	Victory MWC	173-153-38	Victory MWC	173-302-06	Del Oro WC
173-152-06	Victory MWC	173-154-03	Victory MWC	173-302-07	Del Oro WC
173-152-07	Victory MWC	173-154-04	Victory MWC	173-302-08	Del Oro WC
173-152-09	Victory MWC	173-154-05	Victory MWC	173-311-01	Del Oro WC
173-152-10	Victory MWC	173-154-07	Victory MWC	173-311-02	Del Oro WC
173-152-11	Victory MWC	173-154-08	Victory MWC	173-311-03	Del Oro WC
173-152-12	Victory MWC	173-154-10	Victory MWC	173-311-04	Del Oro WC
173-152-13	Victory MWC	173-154-11	Victory MWC	173-311-05	Del Oro WC
173-152-14	Victory MWC	173-154-12	Victory MWC	173-312-01	Del Oro WC
173-152-15	Victory MWC	173-154-14	Victory MWC	173-312-02	Del Oro WC
173-152-16	Victory MWC	173-154-18	Victory MWC	173-312-03	Del Oro WC
173-152-17	Victory MWC	173-154-19	Victory MWC	173-312-04	Del Oro WC
173-152-18	Victory MWC	173-280-03	Del Oro WC	173-312-05	Del Oro WC
173-152-19	Victory MWC	173-280-05	Del Oro WC	173-312-06	Del Oro WC
173-152-20	Victory MWC	173-280-06	Del Oro WC	173-312-07	Del Oro WC
173-152-24	Victory MWC	173-280-15	Del Oro WC	173-312-08	Del Oro WC
173-152-27	Victory MWC	173-280-16	Del Oro WC	173-312-09	Del Oro WC
173-152-28	Victory MWC	173-280-18	Del Oro WC	173-312-10	Del Oro WC
173-152-29	Victory MWC	173-280-19	Del Oro WC	173-312-11	Del Oro WC
173-152-30	Victory MWC	173-280-20	Del Oro WC	173-312-12	Del Oro WC
173-153-03	Victory MWC	173-280-21	Del Oro WC	173-312-13	Del Oro WC
173-153-04	Victory MWC	173-301-01	Del Oro WC	173-312-14	Del Oro WC
173-153-06	Victory MWC	173-301-02	Del Oro WC	173-312-15	Del Oro WC
173-153-07	Victory MWC	173-301-03	Del Oro WC	173-312-16	Del Oro WC
173-153-08	Victory MWC	173-301-04	Del Oro WC	173-313-01	Del Oro WC
173-153-10	Victory MWC	173-301-05	Del Oro WC	173-313-02	Del Oro WC
173-153-11	Victory MWC	173-301-06	Del Oro WC	173-313-03	Del Oro WC
173-153-12	Victory MWC	173-301-07	Del Oro WC	173-313-04	Del Oro WC
173-153-13	Victory MWC	173-301-08	Del Oro WC	173-313-05	Del Oro WC
173-153-14	Victory MWC	173-301-09	Del Oro WC	173-313-06	Del Oro WC

ENCSD Annexation No. 44 - Parcel Listing

APN	Consolidating Water System	APN	Consolidating Water System	APN	Consolidating Water System
173-313-07	Del Oro WC	173-291-24	Wilson Rd WC, Inc	173-240-05	Oasis POA
173-313-08	Del Oro WC	173-291-25	Wilson Rd WC, Inc	173-240-06	Oasis POA
173-321-01	Del Oro WC	173-291-26	Wilson Rd WC, Inc	173-240-07	Oasis POA
173-321-02	Del Oro WC	173-291-30	Wilson Rd WC, Inc	173-250-18	Oasis POA
173-321-03	Del Oro WC	173-291-32	Wilson Rd WC, Inc	173-250-19	Oasis POA
173-321-04	Del Oro WC	173-291-33	Wilson Rd WC, Inc	173-250-20	Oasis POA
173-321-05	Del Oro WC	173-291-34	Wilson Rd WC, Inc	173-250-21	Oasis POA
173-321-06	Del Oro WC	173-291-37	Wilson Rd WC, Inc	177-171-15	Wilson Road CW
173-321-07	Del Oro WC	173-291-38	Wilson Rd WC, Inc	177-171-16	Wilson Road CW
173-322-01	Del Oro WC	173-291-39	Wilson Rd WC, Inc	177-171-18	Wilson Road CW
173-322-02	Del Oro WC	174-111-01	Oasis POA	177-171-19	Wilson Road CW
173-323-01	Del Oro WC	174-111-02	Oasis POA	177-172-15	Wilson Road CW
173-323-02	Del Oro WC	174-111-03	Oasis POA	177-172-16	Wilson Road CW
173-323-03	Del Oro WC	174-111-04	Oasis POA	177-172-17	Wilson Road CW
173-323-04	Del Oro WC	174-111-05	Oasis POA	177-172-18	Wilson Road CW
173-323-05	Del Oro WC	174-111-06	Oasis POA	177-172-20	Wilson Road CW
173-331-01	Del Oro WC	174-111-07	Oasis POA	177-172-21	Wilson Road CW
173-331-02	Del Oro WC	174-111-08	Oasis POA	177-172-22	Wilson Road CW
173-331-03	Del Oro WC	174-111-09	Oasis POA	177-172-23	Wilson Road CW
173-332-01	Del Oro WC	174-111-10	Oasis POA	177-172-24	Wilson Road CW
173-332-02	Del Oro WC	174-111-11	Oasis POA	177-172-25	Wilson Road CW
173-332-03	Del Oro WC	174-111-12	Oasis POA	177-172-26	Wilson Road CW
173-332-04	Del Oro WC	174-111-13	Oasis POA	177-172-28	Wilson Road CW
173-332-05	Del Oro WC	174-111-14	Oasis POA	177-172-29	Wilson Road CW
173-332-06	Del Oro WC	174-111-15	Oasis POA	177-181-12	Wilson Road CW
173-333-01	Del Oro WC	174-111-16	Oasis POA	177-181-14	Wilson Road CW
173-333-02	Del Oro WC	174-114-01	Oasis POA	177-181-25	Wilson Road CW
173-333-03	Del Oro WC	174-114-02	Oasis POA	177-181-26	Wilson Road CW
173-333-04	Del Oro WC	174-114-03	Oasis POA	177-331-01	San Joaquin Estates
173-333-05	Del Oro WC	174-114-04	Oasis POA	177-331-02	San Joaquin Estates
173-333-06	Del Oro WC	174-114-05	Oasis POA	177-331-03	San Joaquin Estates
173-270-06	Del Oro WC	174-114-06	Oasis POA	177-331-05	San Joaquin Estates
173-291-05	Wilson Rd WC, Inc	174-114-07	Oasis POA	177-331-06	San Joaquin Estates
173-291-08	Wilson Rd WC, Inc	174-114-08	Oasis POA	177-331-09	San Joaquin Estates
173-291-09	Wilson Rd WC, Inc	174-114-09	Oasis POA	177-331-10	San Joaquin Estates
173-291-11	Wilson Rd WC, Inc	174-114-10	Oasis POA	177-331-11	San Joaquin Estates
173-291-12	Wilson Rd WC, Inc	174-114-11	Oasis POA	177-331-12	San Joaquin Estates
173-291-17	Wilson Rd WC, Inc	174-114-12	Oasis POA	177-331-13	San Joaquin Estates
173-291-18	Wilson Rd WC, Inc	174-114-13	Oasis POA	177-331-14	San Joaquin Estates
173-291-21	Wilson Rd WC, Inc	174-114-14	Oasis POA	177-331-15	San Joaquin Estates
173-291-22	Wilson Rd WC, Inc	174-114-15	Oasis POA	177-332-02	San Joaquin Estates
173-291-23	Wilson Rd WC, Inc	173-240-04	Oasis POA	177-333-01	San Joaquin Estates

ENCSD Annexation No. 44 - Parcel Listing

APN	Consolidating Water System	APN	Consolidating Water System
177-334-01	San Joaquin Estates	177-345-01	San Joaquin Estates
177-334-02	San Joaquin Estates	177-345-02	San Joaquin Estates
177-334-03	San Joaquin Estates	177-345-03	San Joaquin Estates
177-334-04	San Joaquin Estates	177-345-04	San Joaquin Estates
177-334-05	San Joaquin Estates		
177-334-06	San Joaquin Estates		
177-335-01	San Joaquin Estates		
177-336-01	San Joaquin Estates		
177-337-01	San Joaquin Estates		
177-337-02	San Joaquin Estates		
177-337-03	San Joaquin Estates		
177-337-04	San Joaquin Estates		
177-337-05	San Joaquin Estates		
177-337-06	San Joaquin Estates		
177-337-07	San Joaquin Estates		
177-337-08	San Joaquin Estates		
177-337-09	San Joaquin Estates		
177-337-10	San Joaquin Estates		
177-341-01	San Joaquin Estates		
177-341-02	San Joaquin Estates		
177-341-03	San Joaquin Estates		
177-341-05	San Joaquin Estates		
177-341-06	San Joaquin Estates		
177-341-07	San Joaquin Estates		
177-341-08	San Joaquin Estates		
177-342-01	San Joaquin Estates		
177-342-02	San Joaquin Estates		
177-342-03	San Joaquin Estates		
177-342-04	San Joaquin Estates		
177-342-05	San Joaquin Estates		
177-343-01	San Joaquin Estates		
177-343-02	San Joaquin Estates		
177-343-03	San Joaquin Estates		
177-343-04	San Joaquin Estates		
177-343-05	San Joaquin Estates		
177-343-06	San Joaquin Estates		
177-343-07	San Joaquin Estates		
177-344-01	San Joaquin Estates		
177-344-02	San Joaquin Estates		
177-344-03	San Joaquin Estates		
177-344-04	San Joaquin Estates		

PLAN FOR PROVIDING SERVICES

SERVICE Only provide information on services authorized for applying district.	CURRENT PROVIDER Agency Which Presently Provides Services	BEGIN DATE City/District Will Provide Services		FINANCED Indicate How Services Provided by City/District will be Financed (i.e., general tax rate or special assessment)
		Upon Annexation	Future Date (Specify)	
Water	Private water systems	X		State grant funding, user fees and charges

Please provide the following information, when applicable, only for services which will be provided by the applicant City/District.

SERVICE	**LOCATION** Indicate location from which service will be provided (i.e., nearest fire station, library, etc.)	**SERVICE LEVEL CAPACITY** Indicate frequency and availability of service (i.e. street sweeping, emergency services response time, recreation programs, etc.)
Water	Parcels A-E currently supplied by small water companies, East Niles Community Services district will supply water upon Annexation of Parcels A-E and construction of facilities.	ENCSD is constructing facilities as part of the consolidation to provide service to these parcels.

RESOLUTION NO. 2026-05

A RESOLUTION OF APPLICATION PROPOSING PROCEEDINGS FOR ANNEXATION OF TERRITORY TO THE EAST NILES COMMUNITY SERVICES DISTRICT AS ANNEXATION NO. 44

WHEREAS, The East Niles Community Services District desires to propose a change of organization, to wit, the annexation to the East Niles Community Services District of the hereinafter described territory, pursuant to Section 56654 of the Government Code of the State of California; and

WHEREAS, the proposed annexation territory is within and consistent with the East Niles Community Services District's Sphere of Influence Boundary; and

WHEREAS, the property owner(s) through water system consolidation agreements have agreed to annex; and

WHEREAS, The East Niles Community Services District has agreed to serve the property upon annexation; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the East Niles Community Services District that it finds and determines as follows;

1. That the East Niles Community Services District hereby proposes the annexation to the East Niles Community Services District of the territory described in EXHIBIT A and shown on map marked EXHIBIT B attached hereto and made a part of this resolution as though fully set forth herein.

2. That a plan for providing services within the affected territory of the proposed annexation in accordance with the provisions of Section 56653 of the Government Code, is Marked as EXHIBIT C, attached hereto and made a part hereof as though fully set forth herein.

3. That this proposal for change of organization, to wit, annexation, is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, and it is requested that proceedings be authorized for annexation in accordance therewith.

4. That the reasons for the proposed change of organization that the property owners desire service and the East Niles Community Services District desires to provide service.

5. That the laws and regulations relating to the preparation and adoption of the environmental documents as set forth In the California Environmental Quality Act will be followed and all documents related its completion shall be submitted to Local Agency Formation Commission (LAFCO) by the District's representative.

6. That the District requests that conducting authority proceedings be waived entirely pursuant to Government Code Section 56663 for the annexation of land described in EXHIBIT A.

7. That the territory proposed for annexation as described herein has been determined to have one hundred percent (100%) consent to annexation.

8. The parcels proposed for annexation as described herein are within the East Niles Community Services District's Sphere of Influence Boundary.

9. That the person to be furnished with copies of the Executive Officer's report and who is to be given mailed Notice of Hearing, if any, is;

   Timothy P. Ruiz
   General Manager
   East Niles Community Services District
   7443 Niles Street
   Bakersfield, CA 93306

10. That the appropriate East Niles Community Services District official shall file this resolution, with exhibits, with the Executive Officer of the Local Agency Formation Commission of Kern County at 5300 Lennox Avenue, Suite 303, Bakersfield, California 93309.

I HEREBY CERTIFY, that the foregoing Resolution was passed and adopted by the Board of Directors of the East Niles Community Services District at a regular meeting thereof held June 22, 2026, by the following roll call vote;

AYES: Directors Aguilar, Hernandez, Powell and Ruiz
NOES: None
ABSENT: McCalla

Steven Aguilar, Vice President of the Board of Directors
East Niles Community Services District

Attest:

Timothy P. Ruiz, Secretary

Notice of Determination

Appendix D

To:

☒ Office of Planning and Research

U.S. Mail: P.O. Box 3044, Sacramento, CA 95812-3044

Street Address: 1400 Tenth St., Rm 113, Sacramento, CA 95814

☒ County Clerk
County of: Kern
Address: 1115 Truxtun Avenue
Bakersfield, CA 93301

From:

Public Agency: East Niles CSD
Address: 1417 Vale St.
Bakersfield, CA 93306
Contact: Timothy P. Ruiz
Phone: 661 871 2011

Lead Agency (if different from above):

Address:

Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2016091046 - Addendum to MND

Project Title: North Weedpatch Highway Water System Consolidation Project

Project Applicant: East Niles Community Services District

Project Location (include county): North Weedpatch Area in Kern County

Project Description:
The previously Approved Project consists of the consolidation of four private water systems onto the East Niles Community Services District (ENCSD) and includes construction of a groundwater well (1,400+/- gallons per minute capacity), hydropneumatic tank, 420,000+/- gallon storage tank, booster pump station, arsenic treatment facilities, and a water distribution network of approximately 10.3 miles of 8- to 12-inch diameter water pipelines and appurtenances. This Addendum to the previously adopted Mitigated Negative Declaration includes two additional private water service areas and an increase of about 10,700 lf of pipe. All other aspects of the approved project remain the same.

This is to advise that the East Niles Community Services District (☒ Lead Agency or ☐ Responsible Agency) has approved the above

described project on May 24, 2021 (date) and has made the following determinations regarding the above described project.

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

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

District's Office - 1417 Vale St, Bakersfield CA

Signature (Public Agency): Tim Ruiz Digitally signed by Tim Ruiz DN: cn=Tim Ruiz, o=East Niles Community Services District, ou, email=truiz@eastnilescsd.org, c=US Date: 2021.06.09 11:59:36 -07'00' Title: General Manager

Date: June 9, 2021 Date Received for filing at OPR:

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2011

AGENDA

State of California - Department of Fish and Wildlife

2016 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER:
15 — 12152016 — 15133332

STATE CLEARINGHOUSE NUMBER *(if applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
EAST NILES COMMUNITY SERVICES DISTRICT		12/15/2016

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
Kern	6467

PROJECT TITLE

NORTH WEEDPATCH HIGHWAY WATER SYSTEM CONSOLIDATION PROJECT

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
EAST NILES COMMUNITY SERVICES DISTRICT		(661) 871-2011

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
1417 VALE ST	BAKERSFIELD	CA	93306

PROJECT APPLICANT *(check appropriate box)*

☐ Local Public Agency ☐ School District ☒ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$3,070.00	$	
☒ Mitigated/Negative Declaration (MND)(ND)	$2,210.25	$	2,210.25
☐ Certified Regulatory Program document (CRP)	$1,043.75	$	0.00

☐ Exempt from fee
- ☐ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$	
☒ County documentary handling fee		$	50.00
☐ Other _____		$	

PAYMENT METHOD:

☐ Cash ☒ Credit ☐ Check ☐ Other **TOTAL RECEIVED** $ 2,260.25

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X	KERN COUNTY CLERK, J. CHAIDES, OST

ORIGINAL - PROJECT APPLICANT COPY - CDFW/ASB COPY - LEAD AGENCY COPY - COUNTY CLERK DFW 753.5a (Rev. 20151215)

EXHIBIT "A"

EAST NILES COMMUNITY SERVICES DISTRICT
ANNEXATION NO. 44

A PORTION OF SECTIONS 1, 11, 12, 13, AND 14, TOWNSHIP 30 SOUTH, RANGE 28 EAST, M.D.B.&M., AND A PORTION OF SECTION 7, TOWNSHIP 30 SOUTH, RANGE 29 EAST, M.D.B.&M., IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL"A"

COMMENCING AT THE CENTER OF SAID SECTION 12, THENCE COINCIDENT WITH THE MIDSECTION LINE OF SAID SECTION 12, SOUTH 89 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 60.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF PARCEL "A" OF PARCEL MAP NO. 10478 AS FILED MARCH 2, 1998 IN BOOK 49 OF PARCEL MAPS AT PAGE 104, IN THE OFFICE OF THE KERN COUNTY RECORDER, SAID POINT BEING ON THE EXISTING BOUNDARY OF THE EAST NILES COMMUNITY SERVICES DISTRICT AND ALSO BEING THE POINT OF BEGINNING;

(1) THENCE DEPARTING SAID EXISTING DISTRICT BOUNDARY AND MIDSECTION LINE, SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, A DISTANCE OF 1,325.07 FEET, TO THE SOUTHEAST CORNER OF PARCEL "C" OF SAID PARCEL MAP NO. 10478;

(2) THENCE COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL "C", SOUTH 89 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 601.28 FEET TO THE SOUTHEAST CORNER OF PARCEL 2 OF PARCEL MAP NO. 6293 AS FILED OCTOBER 28, 1981 IN BOOK 27 OF PARCEL MAPS AT PAGE 30, IN THE OFFICE OF THE KERN COUNTY RECORDER;

(3) THENCE COINCIDENT WITH THE EAST LINE OF SAID PARCEL 2, NORTH 00 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 331.27 FEET TO THE NORTHEAST CORNER THEREOF;

(4) THENCE COINCIDENT WITH THE NORTH LINE OF SAID PARCEL 2, SOUTH 89 DEGREES 47 MINUTES 09 SECONDS WEST, A DISTANCE OF 300.66 FEET TO THE EAST RIGHT OF WAY OF COOTER STREET (COUTY ROAD NO. 4117);

(5) THENCE COINCIDENT WITH THE EAST RIGHT OF WAY OF SAID COOTER STREET SOUTH 00 DEGREES 08 MINUTES 47 SECONDS WEST, A DISTANCE OF 361.26 FEET TO THE SOUTH RIGHT OF WAY OF HALLELUIAH STREET (COUNTY ROAD NO. 4117);

6) THENCE COINCIDENT WITH THE SOUTH RIGHT OF WAY OF SAID HALLELUIAH STREET, SOUTH 89 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 1,021.92 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF PARCEL 2 OF PARCEL MAP NO. 6747 AS FILED JUNE 20, 1983 IN BOOK 29 OF PARCEL MAPS AT PAGE 144 IN THE OFFICE OF THE KERN COUNTY RECORDER, SAID POINT ALSO BEING ON THE WEST LINE OF MARION AVENUE (COUNTY ROAD NO. 4117);

(7) THENCE COINCIDENT WITH THE WEST LINE OF PARCEL 2 OF SAID PARCEL MAP NO. 6747, NORTH 00 DEGREES 08 MINUTES 23 SECONDS EAST, A DISTANCE OF 858.06 FEET TO THE SOUTHEAST CORNER OF PARCEL 3 OF PARCEL MAP NO. 6909 AS FILED MAY 24, 1984 IN BOOK 30 OF PARCEL MAPS AT PAGE 191 IN THE OFFICE OF THE KERN COUNTY RECORDER;

(8) THENCE COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL 3, SOUTH 89 DEGREES 47 MINUTES 02 SECONDS WEST, A DISTANCE OF 631.37 FEET TO THE EAST RIGHT OF WAY OF FAIRFAX ROAD (COUNTY ROAD NO. 181);

(9) THENCE CONICIDENT WITH THE EAST RIGHT OF WAY OF SAID FAIRFAX ROAD, NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST, A DISTANCE OF 165.60 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 3;

(10) THENCE COINCIDENT WITH THE NORTH LINE OF SAID PARCEL 3 OF PARCEL MAP NO. 6909, NORTH 89 DEGREES 46 MINUTES 59 SECONDS EAST, A DISTANCE OF 631.39 FEET TO THE NORTHEAST CORNER THEREOF;

(11) THENCE COINCIDENT WITH THE EAST LINE OF SAID PARCEL MAP NO. 6909, NORTH 00 DEGREES 08 MINUTES 23 SECONDS EAST, A DISTANCE OF 331.22 FEET TO THE NORTHEAST CORNER OF PARCEL 1 OF SAID PARCEL MAP NO. 6909, SAID POINT ALSO BEING ON THE EXISTING DISTRICT BOUNDARY;

(12) THENCE COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, NORTH 89 DEGREES 46 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,924.27 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 59.34 ACRES, MORE OR LESS.

PARCEL"B"

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, ALSO BEING THE CENTERLINE INTERSECTION OF REDBANK ROAD (COUNTY ROAD NO. 578) AND WEEDPATCH HIGHWAY (STATE ROUTE 184), SAID POINT BEING ON THE EXISTING BOUNDARY OF THE EAST NILES COMMUNITY SERVICES DISTRICT; THENCE COINCIDENT WITH THE EXISTING DISTRICT BOUNDARY, ALSO BEING THE WEST LINE OF SAID SECTION 7 AND CENTERLINE OF WEEDPATCH HIGHWAY, SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 662.70 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF LOT 8 OF KERRNITA TRACT NO. 1 AS FILED DECEMBER 17, 1909 IN BOOK 1 OF MAPS AT PAGE 131, IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING THE POINT OF BEGINNING;

(1) THENCE DEPARTING SAID SECTION LINE, NORTH 89 DEGREES 42 MINUTES 26 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SOUTH HALF OF LOTS 7 AND 8 OF SAID KERRNITA TRACT NO. 1 ALSO BEING THE EXISTING DISTRICT BOUNDARY, A DISTANCE OF 1,347.43 FEET;

(2) THENCE DEPARTING SAID DISTRICT BOUNDARY, CONTINUING NORTH 89 DEGREES 42 MINUTES 26 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SOUTH HALF OF LOT 6 OF SAID KERRNITA TRACT NO. 1, A DISTANCE OF 662.13 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID LOT 6;

(3) THENCE SOUTH 00 DEGREES 01 MINUTES 15 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF LOTS 6 AND 11 OF SAID KERRNITA TRACT NO. 1, A DISTANCE OF 1,325.30 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF LOT NO. 12 OF SAID KERRNITA TRACT NO. 1;

(4) THENCE NORTH 89 DEGREES 42 MINUTES 19 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF THE SOUTH HALF OF LOTS 12, 13, 14 AND 15 OF SAID KERRNITA TRACT NO. 1, A DISTANCE OF 2,653.04 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID LOT NO. 15;

(5) THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID LOT 15 AND EXTENSION, A DISTANCE OF 692.63 FEET TO THE SOUTH RIGHT OF WAY OF EAST WILSON ROAD (COUNTY ROAD NO. D-17);

(6) THENCE SOUTH 89 DEGREES 42 MINUTES 15 SECONDS WEST, COINCIDENT WITH SAID SOUTH RIGHT OF WAY, A DISTANCE OF 1,327.00 FEET TO THE EAST LINE OF LOT 20 OF SAID KERRNITA TRACT NO. 1;

(7) THENCE SOUTH 00 DEGREES 01 MINUTES 15 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID LOT 20, A DISTANCE OF 632.67 FEET TO THE SOUTHEAST CORNER OF PARCEL “B” OF PARCEL MAP NO. 7598 AS FILED JUNE 25, 1985 IN BOOK 32 OF PARCEL MAPS AT PAGE 43 IN THE OFFICE OF THE KERN COUNTY RECORDER;

(8) THENCE NORTH 89 DEGREES 42 MINUTES 11 SECONDS WEST, COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL “B” AND PROLONGATION THEREOF, A DISTANCE OF 663.74 FEET TO A POINT ON THE WEST RIGHT OF WAY OF HARMON ROAD (COUNTY ROAD NO. D-17);

(9) THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 632.68 FEET TO THE SOUTH RIGHT OF WAY OF SAID EAST WILSON ROAD;

(10) THENCE SOUTH 89 DEGREES 42 MINUTES 15 SECONDS WEST, COINCIDENT WITH SAID MIDSECTION LINE ALSO BEING THE CENTERLINE OF SAID EAST WILSON ROAD, A DISTANCE OF 663.54 FEET TO THE EXISTING BOUNDARY OF SAID DISTRICT;

(11) THENCE NORTH 00 DEGREES 01 MINUTES 15 SECONDS EAST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID EAST WILSON ROAD;

(12) THENCE SOUTH 89 DEGREES 42 MINUTES 15 SECONDS WEST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, ALSO BEING THE CENTERLINE OF SAID EAST WILSON ROAD, A DISTANCE OF 2,011.73 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 7, ALSO BEING THE CENTERLINE OF SAID WEEDPATCH HIGHWAY;

(13) THENCE DEPARTING SAID EXISTING DISTRICT BOUNDARY, SOUTH 89 DEGREES 42 MINUTES 15 SECONDS WEST, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY OF SAID WEEDPATCH HIGHWAY;

(14) NORTH 00 DEGREES 05 MINUTES 00 SECONDS EAST, COINCIDENT WITH THE WEST RIGHT OF WAY OF SAID WEEDPATCH HIGHWAY, A DISTANCE OF 1,325.62 FEET TO THE EXISTING BOUNDARY OF SAID DISTRICT;

(15) THENCE NORTH 89 DEGREES 41 MINUTES 30 SECONDS EAST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF WEEDPATCH HIGHWAY;

(16) THENCE NORTH 00 DEGREES 05 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, ALSO BEING THE CENTERLINE OF SAID WEEDPATCH HIGHWAY, A DISTANCE OF 24.00 FEET;

(17) THENCE SOUTH 89 DEGREES 41 MINUTES 30 SECONDS WEST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY OF SAID WEEDPATCH HIGHWAY;

(18) THENCE DEPARTING SAID EXISTING DISTRICT BOUNDARY, NORTH 00 DEGREES 05 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID WEST RIGHT OF WAY OF WEEDPATCH HIGHWAY, A DISTANCE OF 169.97 FEET TO A POINT ON THE EXISTING BOUNDARY OF SAID DISTRICT;

(19) THENCE NORTH 89 DEGREES 41 MINUTES 16 SECONDS EAST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF WEEDPATCH HIGHWAY;

(20) THENCE NORTH 00 DEGREES 05 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, ALSO BEING THE CENTERLINE OF SAID WEEDPATCH HIGHWAY, A DISTANCE OF 137.33 FEET;

(21) THENCE DEPARTING SAID EXISTING DISTRICT BOUNDARY, CONTINUING NORTH 00 DEGREES 05 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID CENTERLINE OF WEEDPATCH HIGHWAY, A DISTANCE OF 331.22 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 144.63 ACRES, MORE OR LESS.

PARCEL"C"

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 14, ALSO BEING THE CENTERLINE INTERSECTION OF FAIRFAX ROAD (COUNTY ROAD NO. 181) AND MULLER ROAD (COUNTY ROAD NO. 896); THENCE SOUTH 00 DEGREES 24 MINUTES 14 SECONDS WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY OF SAID MULLER ROAD, SAID POINT BEING THE POINT OF BEGINNING;

(1) THENCE NORTH 89 DEGREES 53 MINUTES 34 SECONDS WEST, COINCIDENT WITH THE SOUTH RIGHT OF WAY OF SAID MULLER ROAD AND PARALLEL TO THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 1,329.18 FEET;

(2) THENCE SOUTH 00 DEGREES 24 MINUTES 08 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2,620.36 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 14;

(3) THENCE NORTH 89 DEGREES 51 MINUTES 00 SECONDS WEST, COINCIDENT WITH THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 14 ALSO BEING THE CENTERLINE OF WHITE LANE (A PRIVATE ROAD), A DISTANCE OF 1,327.97 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, ALSO BEING THE CENTERLINE OF SOUTH STERLING ROAD (A PRIVATE ROAD);

(4) THENCE NORTH 00 DEGREES 22 MINUTES 33 SECONDS EAST, COINCIDENT WITH SAID WEST LINE, A DISTANCE OF 2,649.36 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 14, ALSO BEING THE CENTERLINE OF SAID MULLER ROAD;

(5) THENCE NORTH 00 DEGREES 25 MINUTES 49 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 333.77 FEET TO THE NORTHEAST CORNER OF PARCEL 1 OF PARCEL MAP NO. 4102 AS FILED MAY 6, 1977 IN BOOK 18 OF PARCEL MAPS AT PAGE 93 IN THE OFFICE OF THE KERN COUNTY RECORDER;

(6) THENCE SOUTH 89 DEGREES 53 MINUTES 34 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID PARCEL MAP NO. 4102, A DISTANCE OF 1,329.11 FEET TO THE NORTHEAST CORNER OF PARCEL 4 OF SAID PARCEL MAP NO. 4102;

(7) THENCE SOUTH 89 DEGREES 55 MINUTES 19 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF PARCEL MAP NO. 4108 AS FILED MAY 6, 1977 IN BOOK 18 OF PARCEL MAPS AT PAGE 94 IN THE OFFICE OF THE KERN COUNTY RECORDER, A DISTANCE OF 1,359.12 FEET TO THE EAST LINE OF SAID FAIRFAX ROAD;

(8) THENCE SOUTH 00 DEGREES 24 MINUTES 14 SECONDS WEST, COINCIDENT WITH THE EAST RIGHT OF WAY OF FAIRFAX ROAD, A DISTANCE OF 364.46 FEET TO THE SOUTH RIGHT OF WAY OF SAID MULLER ROAD;

(9) THENCE NORTH 89 DEGREES 53 MINUTES 34 SECONDS WEST, COINCIDENT WITH THE SOUTH RIGHT OF WAY OF MULLER ROAD, A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

CONTAINS 102.37 ACRES, MORE OR LESS.

PARCEL “D”

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, SAID POINT BEING THE CENTERLINE INTERSECTION OF REDBANK ROAD (COUNTY ROAD NO. 307) AND SOUTH FAIRFAX ROAD (COUNTY ROAD NO. 181), THENCE COINCIDENT WITH THE SOUTH LINE OF SAID SECTION 1 AND CENTERLINE OF REDBANK ROAD, NORTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, A DISTANCE OF 30 FEET, MORE OR LESS, TO A POINT ON THE EXISTING BOUNDARY OF SAID DISTRICT, SAID POINT BEING THE POINT OF BEGINNING;

(1) THENCE COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, NORTH 00 DEGREES 04 MINUTES 00 SECONDS EAST, A DISTANCE OF 1,347.74 FEET TO A POINT ON THE CENTERLINE OF SHIRLEY LANE (COUNTY ROAD NO. 3929);

(2) THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST COINCIDENT WITH SAID DISTRICT EXISTING BOUNDARY AND CENTERLINE OF SHIRLEY LANE, A DISTANCE OF 1,741.00 FEET TO A POINT LOCATED 472.72 FEET EAST OF THE NORTHEAST CORNER OF TRACT NO. 1194, ACCORDING TO THE MAP RECORDED FEBRUARY 3, 1942 IN BOOK 5, PAGES 53 AND 54 OF MAPS, IN THE OFFICE OF THE KERN COUNTY RECORDER;

(3) THENCE NORTH 00 DEGREES 26 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 191.10 FEET;

(4) THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 431.27 FEET TO A POINT ON THE WEST LINE OF THE OF THE EASTSIDE CANAL AS SHOWN ON THE RECORD OF SURVEY MAP RECORDED ON DECEMBER 18, 1942 IN BOOK 4, PAGE 200 OF RECORDS OF SURVEYS IN THE OFFICE OF THE KERN COUNTY RECORDER;

(5) THENCE DEPARTING SAID EXISTING DISTRICT BOUNDARY, SOUTH 03 DEGREES 13 MINUTES 40 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF THE EASTSIDE CANAL, A DISTANCE OF 72.83 FEET;

(6) THENCE SOUTH 14 DEGREES 38 MINUTES 00 SECONDS WEST, CONTINUING COINCIDENT WITH THE WEST LINE OF THE EASTSIDE CANAL, A DISTANCE OF 230.00 FEET;

(7) THENCE DEPARTING SAID WEST LINE OF THE EASTSIDE CANAL, SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, A DISTANCE OF 387.25 FEET;

(8) THENCE SOUTH 00 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 1,267.00 FEET TO THE SOUTH RIGHT OF WAY OF SAID REDBANK ROAD;

(9) THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, COINCIDENT WITH THE SOUTH RIGHT OF WAY OF SAID REDBANK ROAD, A DISTANCE OF 439.69 FEET TO THE EXISTING DISTRICT BOUNDARY;

(10) THENCE NORTH 00 DEGREES 04 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF SAID SECTION 1 AND CENTERLINE OF SAID REDBANK ROAD;

(11) THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY AND CENTERLINE OF SAID REDBANK ROAD, A DISTANCE OF 1,292.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 56.63 ACRES, MORE OR LESS.

PARCEL "E"

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 12, SAID POINT BEING THE CENTERLINE INTERSECTION OF REDBANK ROAD (COUNTY ROAD NO. 307) AND WEEDPATCH HIGHWAY (STATE ROUTE 184), SAID POINT ALSO BEING ON THE EXISTING BOUNDARY OF SAID DISTRICT;

(1) THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY AND CENTERLINE OF SAID WEEDPATCH HIGHWAY, A DISTANCE OF 993.92 FEET;

(2) THENCE SOUTH 89 DEGREES 41 MINUTES 15 SECONDS WEST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 307.93 FEET;

(3) THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 40.00 FEET;

(4) THENCE SOUTH 89 DEGREES 41 MINUTES 15 SECONDS WEST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 30.00 FEET;

(5) THENCE NORTH 00 DEGREES 05 MINUTES 00 SECONDS EAST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 40.00 FEET;

(6) THENCE SOUTH 89 DEGREES 41 MINUTES 15 SECONDS WEST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 162.07 FEET;

(7) THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY, A DISTANCE OF 108.72 FEET;

(8) THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS WEST, COINCIDENT WITH SAID EXISTING DISTRICT BOUNDARY AND EXTENSION, A DISTANCE OF 1,776.18 FEET TO A POINT ON THE EAST LINE OF THE EASTSIDE CANAL;

(9) THENCE NORTH 03 DEGREES 21 MINUTES 32 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID EASTSIDE CANAL, A DISTANCE OF 479.13 FEET TO A TANGENT CURVE, CONCAVE WESTERLY, WITH A RADIUS OF 286 FEET;

(10) THENCE NORTHWESTERLY ALONG SAID CURVE, COINCIDENT WITH THE EAST LINE OF SAID EASTSIDE CANAL, THROUGH A CENTRAL ANGLE OF 59 DEGREES 41 MINUTES 00 SECONDS, AN ARC DISTANCE OF 297.92 FEET;

(11) THENCE NORTH 56 DEGREES 19 MINUTES 28 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID EASTSIDE CANAL, A DISTANCE OF 178.72 FEET, TO A TANGENT CURVE, CONCAVE NORTHEASTERLY, WITH A RADIUS OF 219 FEET;

(12) THENCE NORTHWESTERLY ALONG SAID CURVE, COINCIDENT WITH THE EAST LINE OF SAID EASTSIDE CANAL, THROUGH A CENTRAL ANGLE OF 39 DEGREES 30 MINUTES 30 SECONDS, AN ARC DISTANCE OF 151.01 FEET;

(13) THENCE NORTH 16 DEGREES 48 MINUTES 58 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID EASTSIDE CANAL, A DISTANCE OF 110.46 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID REDBANK ROAD;

(14) THENCE NORTH 00 DEGREES 04 MINUTES 26 EAST, A DISTANCE OF 73.37 FEET TO THE NORTH RIGHT OF WAY OF SAID REDBANK ROAD;

(15) THENCE NORTH 89 DEGREES 41 MINUTES 02 SECONDS EAST, COINCIDENT WITH THE NORTH RIGHT OF WAY OF SAID REDBANK ROAD, A DISTANCE OF 2645.48 FEET TO THE CENTERLINE OF WEEDPATCH HIGHWAY;

(16) THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, COINCIDENT WITH THE CENTERLINE OF WEEDPATCH HIGHWAY, A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 60.56 ACRES, MORE OR LESS.

SAID ANNEXATION NO. 44 CONTAINS 423.53 TOTAL ACRES, MORE OR LESS.



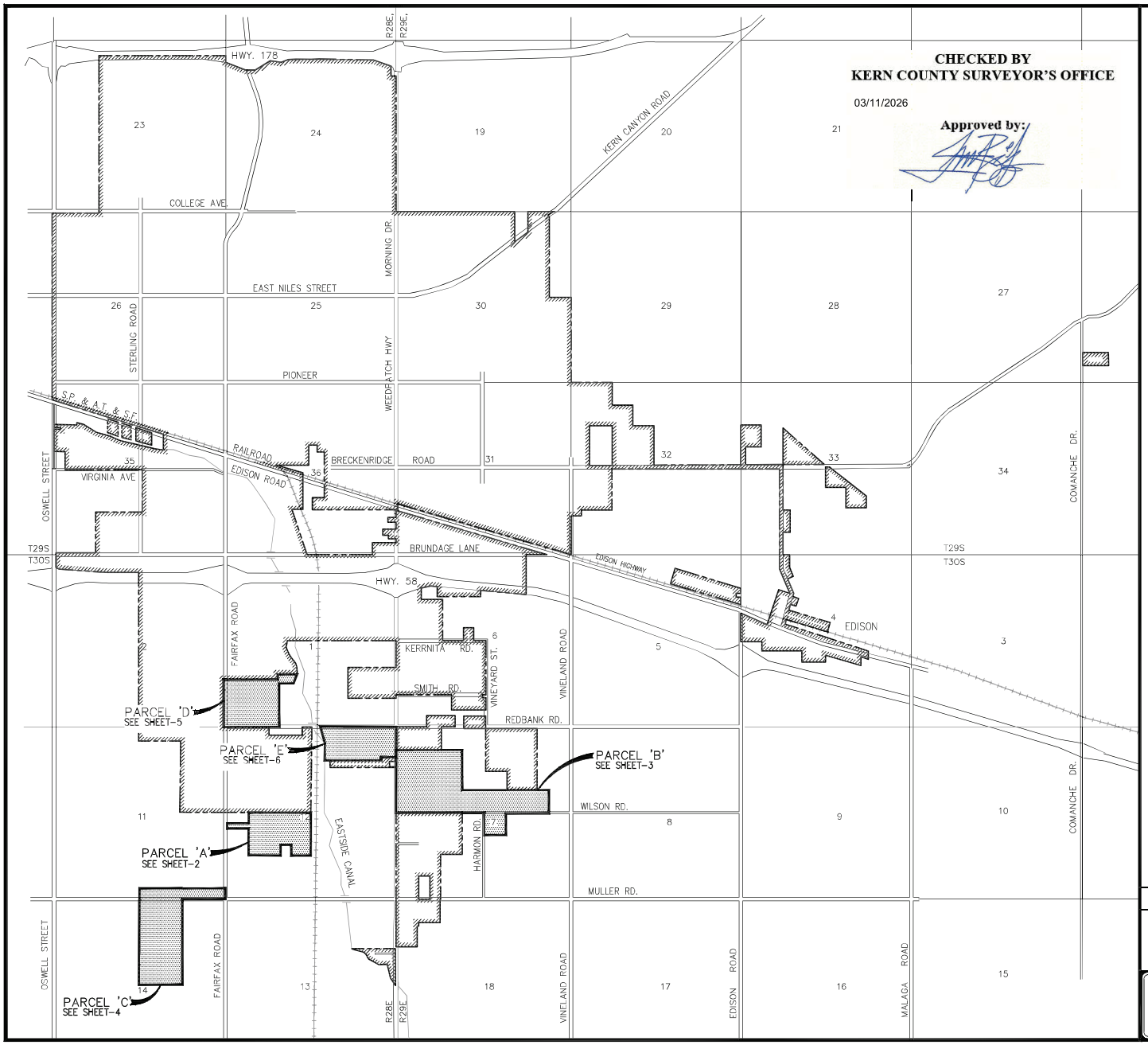
3/4/2026

DANIEL S. CRONQUIST, PLS DATE

CHECKED BY
KERN COUNTY SURVEYOR'S OFFICE

03/11/2026

Approved by:



CHECKED BY
KERN COUNTY SURVEYOR'S OFFICE

03/11/2026

Approved by:

ANNEXATION NO. 44 TO THE EAST NILES COMMUNITY SERVICES DISTRICT, LOCATED IN PORTIONS OF SECTIONS 1, 11, 12, & 14, T30S, R28E, M.D.B.&M., AND SECTION 7, T30S, R29E, M.D.B.&M., IN THE COUNTY OF KERN, STATE OF CALIFORNIA.

CONTAINING 423.53 ACRES, MORE OR LESS.

LEGEND:

ENCSD BOUNDARY

ANNEXATION NO. 44 BOUNDARY

2000 0 2000 4000

SCALE IN FEET

LICENSED LAND SURVEYOR
DANIEL S. DROUIN
No. 8927
SURVEYOR
STATE OF CALIFORNIA

MARCH 4, 2026
DATE

EXHIBIT "B"

ANNEXATION NO. 44
VICINITY MAP

AECOM
5001 E. Commercenter Dr. Suite 100
Bakersfield Ca. 93309
www.aecom.com

EAST NILES
COMMUNITY SERVICES DISTRICT

SHEET 1 OF 6 SHTS

MARCH 2026

Last saved by: GHILARDUCCID Last Plotted: 2026-03-04 (2026-03-04)
Filename: Z:\BAKERSFIELD-J\SBKF1\LEGACY\WORK\EAST NILES COMMUNITY SERVICES DISTRICT_ANNEXATIONS\ANNEXATION 44\10-FIGURES\FIG-1.DWG

CHECKED BY
KERN COUNTY SURVEYOR'S OFFICE

03/11/2026

Approved by:



PARCEL "A"

BEING A PORTION OF SECTION 12, T.30S., R.28E., M.D.B.&M., IN THE COUNTY OF KERN, STATE OF CALIFORNIA.

COURSE #	BEARING	DISTANCE
1	S 00°09'32" W	1325.07'
2	S 89°47'14" W	601.28'
3	N 00°09'10" E	331.27'
4	S 89°47'09" W	300.66'
5	S 00°08'47" W	361.26'
6	S 89°47'14" W	1021.92'
7	N 00°08'23" E	858.06'
8	S 89°47'02" W	631.37'
9	N 00°08'00" E	165.60'
10	N 89°46'59" E	631.39'
11	N 00°08'23" E	331.22'
12	N 89°46'55" E	1924.27'

CONTAINING 59.34 ACRES, MORE OR LESS.

LEGEND:

ENCSD BOUNDARY

ANNEXATION BOUNDARY

173-291-00 ASSESSOR'S PARCEL NUMBER

200 0 200
SCALE IN FEET

LICENSED LAND SURVEYOR
DANIEL S. ARMQUIST
No. 8927
SURVEYOR
STATE OF CALIFORNIA

MARCH 4, 2026
DATE

EXHIBIT "B"

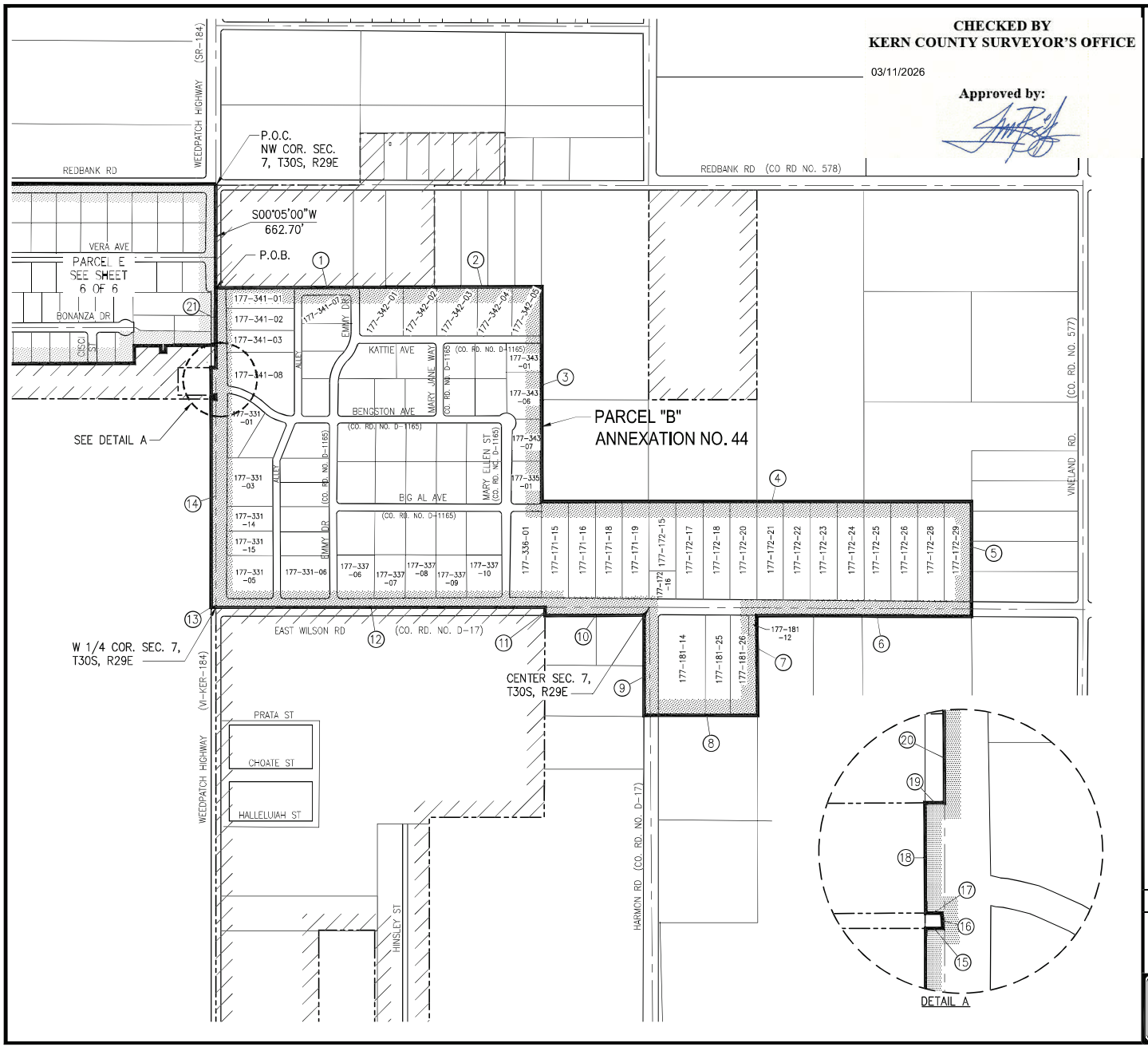
ANNEXATION NO. 44
PARCEL "A"

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Bakersfield Ca. 93309
www.aecom.com

EAST NILES
COMMUNITY SERVICES DISTRICT

SHEET
2
OF 6 SHTS
MARCH 2026

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Filename: Z:\BAKERSFIELD-J\SBKF1\LEGACY\WORK\EAST NILES COMMUNITY SERVICES DISTRICT_ANNEXATIONS\ANNEXATION 44\10-FIGURES\FIG-2.DWG



PARCEL "B"

BEING A PORTION OF SECTION 7, T.30S., R.29E., M.D.B.&M., IN THE COUNTY OF KERN, STATE OF CALIFORNIA.

COURSE #	BEARING	DISTANCE
1	N 89°42'26" E	1347.43'
2	N 89°42'26" E	662.13'
3	S 00°01'15" W	1325.30'
4	N 89°42'19" E	2653.04'
5	S 00°03'45" E	692.63'
6	S 89°42'15" W	1327.00'
7	S 00°01'15" E	632.67'
8	S 89°42'11" W	663.74'
9	N 00°00'00" E	632.68'
10	S 89°42'15" W	663.54'
11	N 00°01'15" E	30.00'
12	S 89°42'15" W	2011.73'
13	S 89°42'15" W	30.00'
14	N 00°05'00" E	1325.62
15	N 89°41'30" E	30.00'
16	N 00°05'00" E	24.00'
17	S 89°41'30" W	30.00'
18	N 00°05'00" E	169.97'
19	N 89°41'16" E	30.00'
20	N 00°05'00" E	137.33'
21	N 00°05'00" E	331.22'

CONTAINING 144.63 ACRES, MORE OR LESS.

LEGEND:

ENCSD BOUNDARY

ANNEXATION BOUNDARY

173-291-00 ASSESSOR'S PARCEL NUMBER

400 0 400
SCALE IN FEET

LICENSED LAND SURVEYOR
DANIEL S. ARMSTRONG
No. 8927
SURVEYOR
STATE OF CALIFORNIA

MARCH 4, 2026
DATE

EXHIBIT "B"

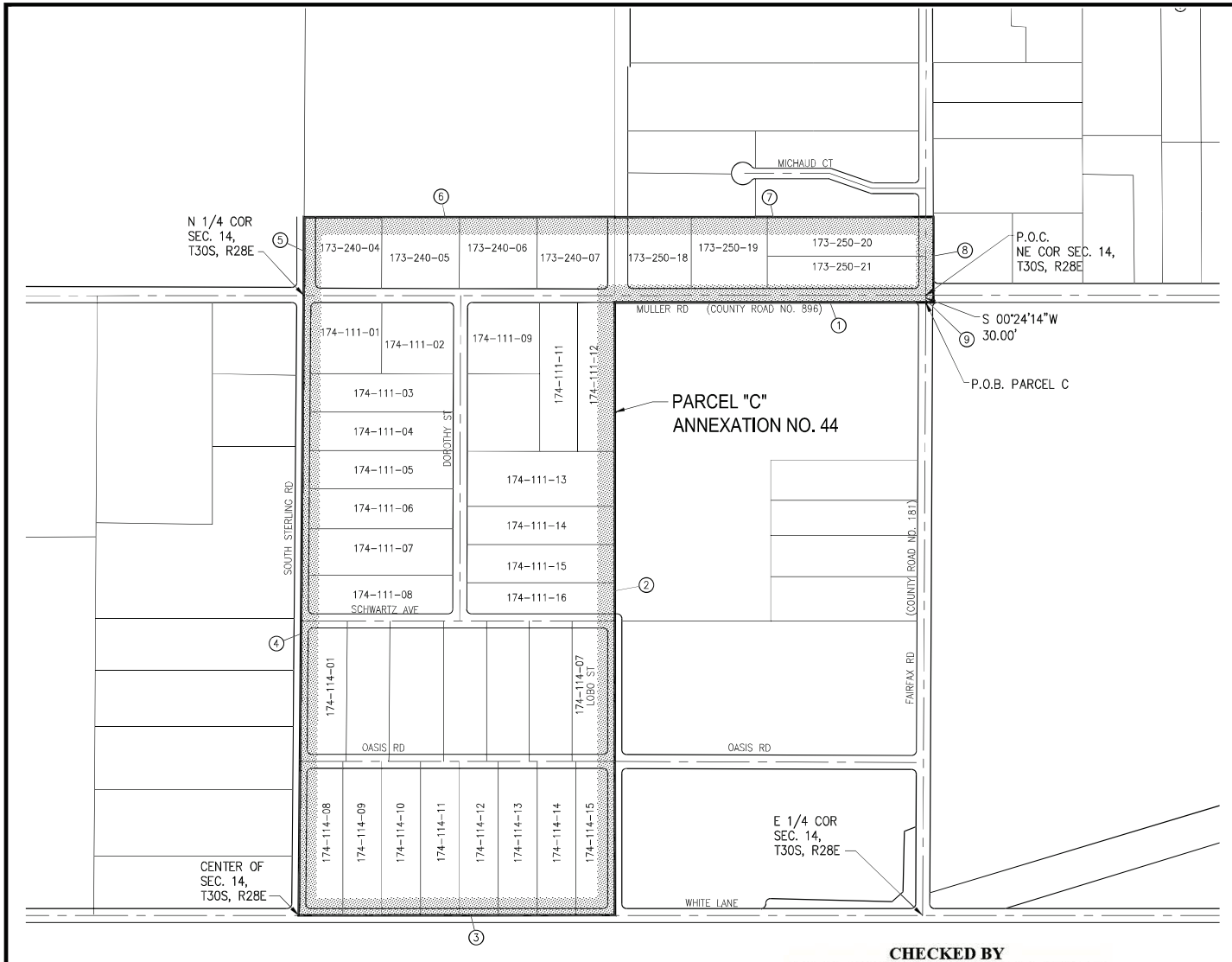
ANNEXATION NO. 44
PARCEL "B"

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EAST NILES
COMMUNITY SERVICES DISTRICT

SHEET
3
OF 6 SHTS
MARCH 2026

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Filename: Z:\BAKERSFIELD-J\SBKF1\LEGACY\WORK\EAST NILES COMMUNITY SERVICES DISTRICT_ANNEXATIONS\ANNEXATION 44\10-FIGURES\FIG-3.DWG



CHECKED BY
KERN COUNTY SURVEYOR'S OFFICE

03/11/2026

Approved by:

PARCEL "C"

BEING A PORTION OF SE 1/4 OF SECTION 11 AND A PORTION OF THE NE 1/4 OF SECTION 14, T.30S., R.28E., M.D.B.&M., IN THE COUNTY OF KERN, STATE OF CALIFORNIA.

COURSE #	BEARING	DISTANCE
1	N 89°53'34" W	1329.18'
2	S 00°24'08" W	2620.36'
3	N 89°51'00" W	1327.97'
4	N 00°22'33" E	2649.36'
5	N 00°25'49" E	333.77'
6	S 89°53'34" E	1329.11'
7	S 89°55'19" E	1359.12'
8	S 00°24'14" W	364.46'
9	N 89°53'34" W	30.00'

CONTAINING 102.37 ACRES, MORE OR LESS.

LEGEND:

ENCSD BOUNDARY

ANNEXATION BOUNDARY

173-291-00 ASSESSOR'S PARCEL NUMBER

300 0 300
SCALE IN FEET

LICENSED LAND SURVEYOR
DANIEL C. ARQUILLA
No. 8927
SURVEYOR
STATE OF CALIFORNIA

MARCH 4, 2026
DATE

EXHIBIT "B"

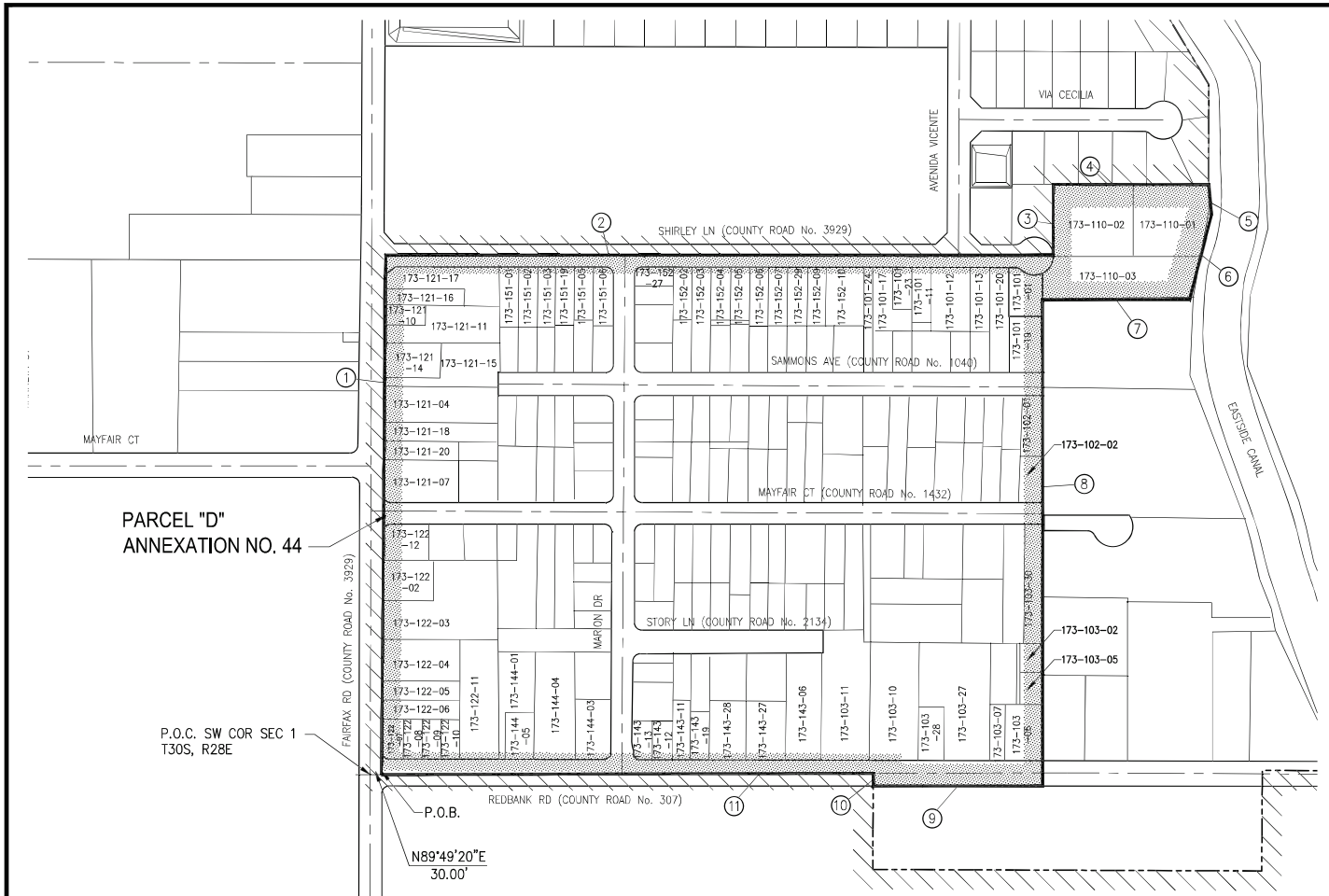
ANNEXATION NO. 44
PARCEL "C"

AECOM
5001 E. Commercenter Dr. Suite 100
Bakersfield Ca. 93309
www.aecom.com

EAST NILES
COMMUNITY SERVICES DISTRICT

SHEET 4 OF 6 SHTS
MARCH 2026

Last saved by: GHILARDUCCID Last Plotted: 2026-03-04 (2026-03-04)
Filename: Z:\BAKERSFIELD-J\SBKF1\LEGACY\WORK\EAST NILES COMMUNITY SERVICES DISTRICT_ANNEXATIONS\ANNEXATION 44\10-FIGURES\FIG-4.DWG



PARCEL "D"

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 1, T.30S., R28E., M.D.B.&M., IN THE COUNTY OF KERN, STATE OF CALIFORNIA.

COURSE #	BEARING	DISTANCE
1	N 00°04'00" E	1347.74'
2	N 90°00'00" E	1741.00'
3	N 00°26'00" E	191.10'
4	N 90°00'00" E	431.27'
5	S 03°13'40" E	72.83'
6	S 14°38'00" W	230.00'
7	S 89°49'20" W	387.25'
8	S 00°04'00" W	1267.00'
9	S 89°49'20" W	439.69'
10	N 00°04'00" E	30.00'
11	S 89°49'20" W	1292.91'

CONTAINING 56.63 ACRES, MORE OR LESS.

LEGEND:

ENCSD BOUNDARY

ANNEXATION BOUNDARY

173-291-00 ASSESSOR'S PARCEL NUMBER

200 0 200

SCALE IN FEET

DANIEL S. DRONQUIST
No. 8927
LICENSED LAND SURVEYOR
STATE OF CALIFORNIA

MARCH 4, 2026
DATE

CHECKED BY
KERN COUNTY SURVEYOR'S OFFICE

03/11/2026

Approved by:

EXHIBIT "B"

ANNEXATION NO. 44
PARCEL "D"

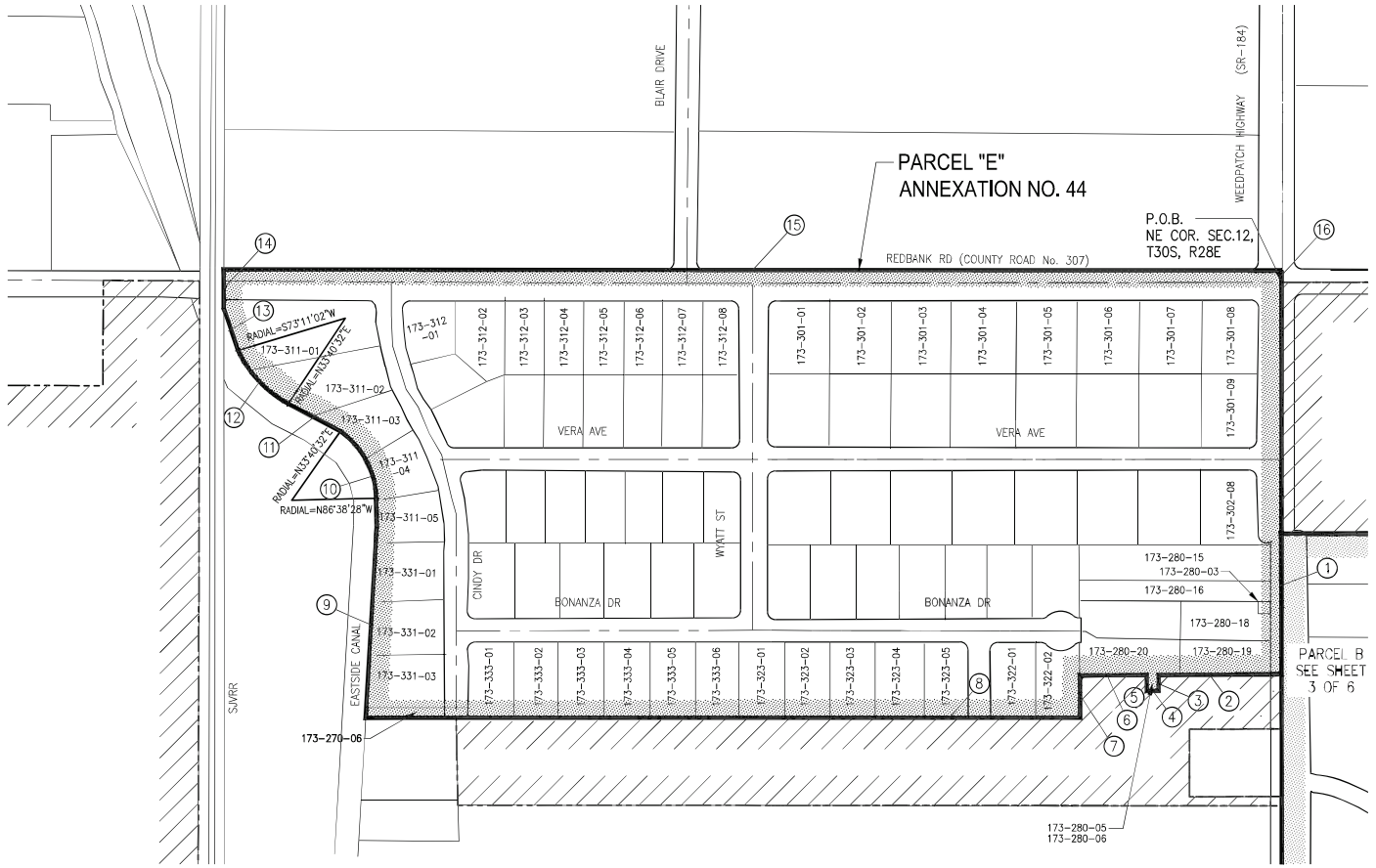
AECOM
5001 E. Commercenter Dr. Suite 100
Bakersfield Ca. 93309
www.aecom.com

EAST NILES
COMMUNITY SERVICES DISTRICT

SHEET 5 OF 6 SHTS

MARCH 2026

Last saved by: GHILARDUCCID Last Plotted: 2026-03-04
Filename: Z:\BAKERSFIELD-JSB\KF1\LEGACY\WORK\EAST NILES COMMUNITY SERVICES DISTRICT_ANNEXATIONS\ANNEXATION 44\10-FIGURES\FIG-5.DWG



CHECKED BY
KERN COUNTY SURVEYOR'S OFFICE

03/11/2026

Approved by:

PARCEL "E"

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 12 T.30S., R28E., M.D.B.&M., IN THE COUNTY OF KERN, STATE OF CALIFORNIA.

COURSE #	BEARING	DISTANCE
(1)	S 00°05'00" W	993.92'
(2)	S 89°41'15" W	307.93'
(3)	S 00°05'00" W	40.00'
(4)	S 89°41'15" W	30.00'
(5)	N 00°05'00" E	40.00'
(6)	S 89°41'15" W	162.07'
(7)	S 00°05'00" W	108.72'
(8)	S 89°41'50" W	1776.18'
(9)	N 03°21'32" E	479.13'
(10)	Δ=59° 41' 00", R=286.00', T=164.07, L=297.92'	
(11)	N 56°19'28" W	178.72'
(12)	Δ=39° 30' 30", R=219.00', T=78.65, L=151.01'	
(13)	N 16°48'58" W	110.46'
(14)	N 00°04'26" E	73.37'
(15)	N 89°41'02" E	2645.48'
(16)	S 00°05'00" W	30.00'

CONTAINING 60.56 ACRES, MORE OR LESS.

LEGEND:

ENCSD BOUNDARY

ANNEXATION BOUNDARY

173-291-00 ASSESSOR'S PARCEL NUMBER

200 0 200
SCALE IN FEET

DANIEL S. ARMSTRONG
No. 8927
LICENSED LAND SURVEYOR
STATE OF CALIFORNIA

MARCH 4, 2026
DATE

EXHIBIT "B"

ANNEXATION NO. 44
PARCEL "E"

AECOM
5001 E. Commercenter Dr. Suite 100
Bakersfield Ca. 93309
www.aecom.com

EAST NILES
COMMUNITY SERVICES DISTRICT

SHEET 6 OF 6 SHTS
MARCH 2026

Last saved by: GHILARDUCCID (2026-03-04) Last Plotted: 2026-03-04
Filename: Z:\BAKERSFIELD-J\SBKF1\LEGACY\WORK\EAST NILES COMMUNITY SERVICES DISTRICT_ANNEXATIONS\ANNEXATION 44\10-FIGURES\FIG-6.DWG

AGENDA

Notice of Determination

Appendix D

To:

☒ Office of Planning and Research

U.S. Mail: P.O. Box 3044, Sacramento, CA 95812-3044

Street Address: 1400 Tenth St., Rm 113, Sacramento, CA 95814

☒ County Clerk
County of: Kern
Address: 1115 Truxtun Avenue
Bakersfield, CA 93301

From:

Public Agency: East Niles CSD
Address: 1417 Vale St.
Bakersfield, CA 93306
Contact: Timothy P. Ruiz
Phone: 661 871 2011

Lead Agency (if different from above):

Address:

Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2016091046 - Addendum to MND

Project Title: North Weedpatch Highway Water System Consolidation Project

Project Applicant: East Niles Community Services District

Project Location (include county): North Weedpatch Area in Kern County

Project Description:
The previously Approved Project consists of the consolidation of four private water systems onto the East Niles Community Services District (ENCSD) and includes construction of a groundwater well (1,400+/- gallons per minute capacity), hydropneumatic tank, 420,000+/- gallon storage tank, booster pump station, arsenic treatment facilities, and a water distribution network of approximately 10.3 miles of 8- to 12-inch diameter water pipelines and appurtenances. This Addendum to the previously adopted Mitigated Negative Declaration includes two additional private water service areas and an increase of about 10,700 lf of pipe. All other aspects of the approved project remain the same.

This is to advise that the East Niles Community Services District (☒ Lead Agency or ☐ Responsible Agency) has approved the above

described project on May 24, 2021 (date) and has made the following determinations regarding the above described project.

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

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

District's Office - 1417 Vale St, Bakersfield CA

Signature (Public Agency): Tim Ruiz Digitally signed by Tim Ruiz DN: cn=Tim Ruiz, o=East Niles Community Services District, ou, email=truiz@eastnilescsd.org, c=US Date: 2021.06.09 11:59:36 -07'00' Title: General Manager

Date: June 9, 2021 Date Received for filing at OPR:

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2011

AGENDA

State of California - Department of Fish and Wildlife

2016 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER:
15 — 12152016 — 15133332

STATE CLEARINGHOUSE NUMBER *(if applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
EAST NILES COMMUNITY SERVICES DISTRICT		12/15/2016

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
Kern	6467

PROJECT TITLE

NORTH WEEDPATCH HIGHWAY WATER SYSTEM CONSOLIDATION PROJECT

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
EAST NILES COMMUNITY SERVICES DISTRICT		(661) 871-2011

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
1417 VALE ST	BAKERSFIELD	CA	93306

PROJECT APPLICANT *(check appropriate box)*

☐ Local Public Agency ☐ School District ☒ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$3,070.00	$	
☒ Mitigated/Negative Declaration (MND)(ND)	$2,210.25	$	2,210.25
☐ Certified Regulatory Program document (CRP)	$1,043.75	$	0.00

☐ Exempt from fee
- ☐ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$	
☒ County documentary handling fee		$	50.00
☐ Other _____		$	

PAYMENT METHOD:

☐ Cash ☒ Credit ☐ Check ☐ Other **TOTAL RECEIVED** $ 2,260.25

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X	KERN COUNTY CLERK, J. CHAIDES, OST

ORIGINAL - PROJECT APPLICANT | COPY - CDFW/ASB | COPY - LEAD AGENCY | COPY - COUNTY CLERK | DFW 753.5a (Rev. 20151215)

NOTICE OF DETERMINATION
FOR THE
ADDENDUM TO THE ADOPTED MITIGATED NEGATIVE DECLARATION
FOR THE
NORTH WEEDPATCH HIGHWAY WATER SYSTEM CONSOLIDATION PROJECT
(SCH No. 2016091046)
FOR THE
EAST NILES COMMNUNITY SERVICES DISTRICT

The East Niles Community Services District as Lead Agency has determined that only minor technical changes or additions to the adopted Mitigated Negative Declaration are necessary to evaluate the environmental impacts of the North Weedpatch Highway Water System Consolidation Modified Project (Modified Project) in accordance with the California Environmental Quality Act (CEQA) guidelines and the State of California Division of Drinking Water Federal Cross Cutter guidelines. The Lead Agency has determined an Addendum to the Initial Study and Adopted Mitigated Negative Declaration (See Attachment 1) is appropriate for the Modified Project.

The Lead Agency hereby finds that the proposed Modified Project as described and proposed to be mitigated in the project's Mitigation Monitoring and Reporting Program (See Attachment 2) will not have a significant effect on the environment. This determination has been made according to the CEQA guidelines.

Said finding and subsequent Notice of Determination filing was approved by the Board of Directors of the East Niles Community Services District during their Regular Board Meeting of May 24, 2021.

Tim Ruiz
Digitally signed by Tim Ruiz
DN: cn=Tim Ruiz, o=East Niles Community Services District, ou, email=truiz@eastnilescsd.org, c=US
Date: 2021.06.09 12:00:25 -07'00'

Timothy P. Ruiz, PE
General Manager
East Niles Community Services District

ATTACHMENT 1

AMMENDMENT TO INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION

AECOM

East Niles Community Services District

North Weedpatch Highway Water System Consolidation Project

California Environmental Quality Act (CEQA - Plus)

Addendum to the Initial Study and Adopted Mitigated Negative Declaration (SCH No. 2016091046)

November 2020

EAST NILES COMMUNITY SERVICES DISTRICT
Addendum to the Mitigated Negative Declaration and CEQA - Plus Initial Study for the North Weedpatch Highway Water System Consolidation Project

Introduction and Background

Presently Approved Project

On November 21, 2016, the East Niles Community Services District (ENCSD, or District) approved the North Weedpatch Highway Water System Consolidation Project (referred to herein as the "Approved Project"). The project involved Consolidation of the East Wilson Road Water Company, San Joaquin Estates Mutual Water Company, Wilson Road Water Company, and the Oasis Property Owners Association into the District. The project included the annexation of these private systems into the District. As part of the project, the District will construct a groundwater well, booster pump station, water storage tank, possible water treatment facilities, and a water distribution network of approximately 10+/- miles of 8 through 12-inch water pipelines and appurtenances. The water system improvements will replace existing facilities currently operated by the private water companies. See "Project Description and Background" for further details of the Approved Project.

CEQA Documentation for the Approved Project

As Lead Agency, ENCSD adopted a Mitigated Negative Declaration (MND) for the Approved Project, and concluded that the Approved Project would not have a significant impact on the environment provided that certain mitigation measures would be incorporated into the project. These mitigation measures address issues of: aesthetics; biological resources; cultural resources; geology and soils; noise; and transportation/traffic.

In December 2016, the East Niles Community Services District filed a Notice of Determination (SCH No. 2016091046) with the State Clearinghouse and the County of Kern, as required by Section 15075 of the CEQA Guidelines.

Proposed Modified Project

Two additional service areas are now being proposed immediately adjacent to the approved project as well as an increase of about 10,700 LF in pipeline length. Inclusion of the additional service areas and additional pipelines into the Approved Project will be referred to herein as the "Modified Project". See "Project Description and Background" for further details of the Modified Project.

Purpose/Reason for this Addendum

According to Section 15164 of the CEQA Guidelines, an addendum to the adopted Mitigated Negative Declaration (MND) may be prepared if only minor technical changes or additions to the MND are necessary to evaluate the environmental impacts of the Modified Project. This Addendum need not be circulated for public review but can be included in or attached to the adopted negative declaration. The ENCSD shall consider the Addendum with the adopted Mitigated Negative Declaration prior to making a decision on the Modified Project.

PROJECT DESCRIPTION AND BACKGROUND

Project Title:	North Weedpatch Highway Water System Consolidation Project
Lead Agency Name and Address:	East Niles Community Services District (ENCSD) 1417 Vale Street, Bakersfield, CA 93306
Contact Person and Phone Number:	Tim Ruiz, General Manager (661) 871-2011
Project Location:	Portions of Sections 1, 11, 12, and 14 of T30S, R28E, MDB&M, and Section 7, T30S, R29E, MDB&M, south of Bakersfield in the County of Kern, California. The area is generally bounded by Redbank Road on the North, Vineland Road on the East, White Lane on the South and South Sterling Road on the West and a 1.5-acre site north of the intersection of Shirley Lane and Avenida Vicente. Refer to attached Figure 1 – Modified Project Location and Facilities.
Project sponsor's name and address:	East Niles Community Services District 1417 Vale Street, Bakersfield, CA 93306
General Plan Description:	The General Plan designations within the project limits are primarily agricultural and residential with minor areas of commercial, industrial, and mineral resource designations.
Zoning:	The portion of the project area located within the City of Bakersfield boundary is currently zoned R-1 residential. The remaining lands within Kern County are zoned for agricultural or residential uses, with small areas zoned for commercial, industrial and natural resources uses.
Description of Project:	<u>Presently Approved Project:</u> As approved on November 21, 2016, the Approved Project consists of the consolidation of four private water systems onto the East Niles Community Services District (ENCSD or District) including annexation of the respective water service areas onto the District service area. As part of the approved project the District will construct a groundwater well (1,400 +/- gallons per minute [gpm] capacity), hydropneumatic tank, 420,000 +/- gallon storage tank, booster pump station, arsenic treatment facilities, and a water distribution network of approximately 10.3 miles of 8- to 12-inch diameter water pipelines and appurtenances. A pilot hole will be drilled prior to construction of the well and depending on the results of water quality sampling, arsenic and 1,2,3-Trichloropropane (TCP) treatment facilities may be added. If arsenic treatment is required it will be performed using the adsorptive media process. These new facilities will be connected to the ENCSD's existing domestic water distribution network. The water system improvements will replace existing facilities currently operated by the private water companies that cannot provide an adequate water supply to their customers. The proposed water system improvements will be designed according to the

	ENCSD's Water Master Plan-February 2008 and applicable local, state and federal regulations. The existing groundwater wells and pipelines for the private water systems will be abandoned in accordance with local, state, and federal requirements. These lands are developed with traveled roads consisting of a combination of paved roads with graded shoulders and dirt roads. The groundwater well, treatment, storage, and booster site (well site) and associated facilities will be constructed on a 1.5-acre parcel adjacent to the Shirley Lane Elementary School. This property is currently vacant and is routinely cleared of vegetation. Construction operations are anticipated to last approximately 18 months. During construction operations, anticipated construction equipment includes excavators, backhoes, loaders, water trucks, work truck, equipment and material delivery trucks, staff vehicles, concrete trucks, trenchers, pavement rollers, well drilling rig, test pump and generator, and other miscellaneous equipment. Construction operations will be concentrated at two locations. Location 1 will be along the pipeline routes. Location 2 will be at the well site located north of Shirley Lane and Avenida Vicente. <u>Proposed Modified Project:</u> The ENCSD now proposes the following changes to the Approved Project: • Inclusion of two additional water service areas - the Victory Mutual Water Company (Victory Mutual) and Del Oro Water Company-Country Estates District (Country Estates) - into the consolidation of the ENCSD; • Construction of approximately two miles of additional 8- to 12-inch diameter water conveyance pipelines within these additional service areas. As with the Approved Project, water pipeline facilities will be placed within road shoulders and designated Rights-of-Way and utility easements. All other aspects of the Approved Project remain the same. Refer to Figure 1 – Modified Project Location and Facilities, and Engineering Design Figure 3-1 Modified Project Facilities Schematic. With reference to Section 15164 of the CEQA Guidelines, ENCSD considers all of these changes to be "minor technical changes or additions." With incorporation of these changes, the project is now referred to as the "Modified Project" for the purpose of this CEQA Addendum analysis.
Surrounding Land Uses and Setting;	The project area is primarily surrounded by agricultural, residential and educational facilities.
Other Public Agencies Whose Approval is Required (e.g. Permits, Financial Approval, or Participation Agreements):	City of Bakersfield, County of Kern, California Division of Drinking Water Programs, Kern Delta Water District, San Joaquin Valley Railroad, and California Department of Transportation (Caltrans)

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project. Refer to the checklist below for additional information.

☒	Aesthetics	☐	Agriculture and Forestry	☒	Air Quality
☒	Biological Resources	☒	Cultural Resources	☐	Geology/Soils
☐	Greenhouse Gas Emissions	☐	Hazards and Hazardous Materials	☐	Hydrology/Water Quality
☐	Land Use/Planning	☐	Mineral Resources	☒	Noise
☐	Population/Housing	☐	Public Services	☐	Recreation
☒	Transportation/Traffic	☐	Utilities/Service Systems	☒	Mandatory Findings of Significance

DETERMINATION:

On the basis of this initial evaluation:

☐	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
☐	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
☐	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
☐	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
☒	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier MITIGATED NEGATIVE DECLARATION pursuant to applicable standards, and in this Addendum, and (b) have been avoided or mitigated pursuant to that earlier MITIGATED NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature:	**Date:**
Monique Roberts	November 4, 2020
Printed Name: Monique Roberts, PE	

CEQA Environmental Checklist

The following Checklist, generally following the previous Initial Study format, has been prepared to determine whether the Modified Project would result in new or substantially more severe significant environmental impacts compared with the impacts of the Approved Project as disclosed in the adopted MND.

This checklist identifies physical, biological, social and economic factors that could potentially be affected by the Modified Project. For certain issues areas, new background studies were performed in connection with the Modified Project in order to assess the potential for further impacts associated with the Modified Project.

On December 28, 2018, the State Resources Agency adopted new CEQA Guidelines, which added three new environmental topics to the CEQA Initial Study checklist. As seen in the attachment titled "Environmental Topics added by the new CEQA Guidelines", the Modified Project would have no impact with regard to these three topics.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
I. AESTHETICS: Would the Modified Project:				
a) Have a substantial adverse effect on a scenic vista	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☒	☐	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

a – As with the Approved Project, the Modified Project is not located near any scenic vistas.

b – There are no scenic highways at or adjacent to the Modified Project area. No historic buildings will be impacted by the Modified Project.

c – The Modified Project area is very similar to the Approved Project study area; the area is surrounded by residential uses to the north, east, and south and school sites to the west. Pipeline construction, including pipelines within the Modified Project area, will entail short-term construction of buried pipelines that will not change the visual character of the project area. No additional above-ground facilities are proposed. The previously analyzed well and tank facilities will result in a slight change to the visual character of the immediate surrounding area. To minimize this impact, the District will construct either concrete masonry unit (CMU) block walls or chain link fence walls with privacy slats around the site, and the tank facilities will be painted to match surrounding structures.

d – The Modified Project will not create a new source of substantial light or glare. Any permanent lighting at the previously analyzed well site will be designed to minimize impacts to the adjoining neighbors to the north and east of the site. Construction of the well may require continuous well drilling operations which will require construction lighting during night time operations. This impact will be less than significant due to its short duration. All other construction activities will be performed during daylight hours.

Mitigation Measures(s)

The following Mitigation Measures, identified in the Adopted Mitigated Negative Declaration, will be incorporated into the Modified Project:

AESTH–1: Construction of either CMU block walls or chain link fence with privacy slats around the well site. Structures including the tank will be painted to match surrounding structures.

AESTH–2: Permanent lighting at the well site will be designed to minimize impacts to the adjoining neighbors.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
II. AGRICULTURE AND FOREST RESOURCS: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the Modified Project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

a, b, c, d, & e – As with the Approved Project, pipeline construction for the Modified Project will take place primarily along existing road Rights-of-Way and utility easements, and on a vacant lot that is routinely cleared of vegetation. The Modified Project will not impact agriculture and forest resources. The Modified Project does not entail changes to the previously approved well site; this site is currently vacant and not farmed. The Modified Project area includes agricultural farmland; however, as with the Approved Project the Modified Project will not have a direct impact on farmland or farming operations. The Modified Project does not include any changes to zoning or land use. Forest land or timberland does not exist within the limits of the Modified Project.

Mitigation Measures
None required, as all potential impacts are less than significant.

III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the Modified Project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non- attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☒	☐	☐
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☒	☐	☐
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

a – The proposed modified project will not conflict nor obstruct the implementation of any air quality plans.

b, c, & d – The County of Kern, which is within the San Joaquin Valley airshed, is in a nonattainment area for Particulate Matter (PM) 10 microns or less, and PM 2.5 microns or less, and for Ozone (1-hour and 8-hour). The Modified Project will not violate air quality standards or contribute to an existing or projected air quality violation. The modified project will result in short-term construction related air pollutant emissions, particularly dust (PM10), reactive organic gases (ROG), nitrogen oxides (NOx), and carbon monoxide (CO) that may affect people near the project location. The addition of new pipeline construction for the modified project will result in an estimated 20% increase in project construction activities (i.e., an increase from approximately 55,000 linear feet [LF] of new pipeline under the Approved Project to a new estimate of 65,700 LF of new pipeline under the Modified Project). In order to minimize potential emissions impacts, the construction contractor will implement necessary BMPs as required by the San Joaquin Valley Air Pollution Control District as is standard practice for construction projects in the San Joaquin Valley.

The Valley Air District has established thresholds of significance for criteria pollutant emissions using project type and size. Projects that fall below the vehicle trips provided in the table below have been determined to have a less than significant impact on air quality due to criteria pollutants and are excluded from quantifying emissions for CEQA purposes. Activities related to construction of the Modified Project involve digging and trenching to install pipelines within residential and agricultural roads adjacent to residences and agricultural fields in active production. Construction for the Modified Project would take approximately 10 months and utilize typical construction vehicles.

Short-term air quality impacts would be associated with construction and would generally arise from dust generation and operation of equipment. The District will spray water to keep dust to minimal levels during construction, however, the area is actively farmed and complete dust suppression in the Modified Project area is unlikely.

Depending on the phase of construction, the Modified Project would utilize up to 20 construction vehicles to deliver employees and materials to the construction site or sites. If 20 vehicles traveled to and from the construction sites, making two roundtrips per vehicle, it would total 80 vehicle trips per day. Using the Valley Air Districts established thresholds of significance, the Modified Project would need to make 1,673 vehicle trips per day to have a significant impact on air quality per the table below. Construction of the Modified Project would have a less than a significant impact on air quality and would not conflict with the Valley Air District's air quality plan.

Kern County Small Project Analysis Level by Vehicle Trips

Residential Housing	1,453 trips/day
Commercial	1,673 trips/day
Office	1,628 trips/day
Institutional	1,707 trips/day
Industrial	1,506 trips/day

The Modified Project involves digging and trenching to bury pipelines and to construct well facilities; it does not involve the use of equipment or fuels that would produce objectionable odors.

No air pollutants will be generated by the Project during the operational phase, as water will be moved by gravity or electrical pumps.

e – The Modified Project entails the same types of construction and operations as was analyzed for the Approved Project. As with the Approved Project, the Modified Project will not create objectionable odors.

Mitigation Measures

The following Mitigation Measures, identified in the Adopted Mitigated Negative Declaration, will be incorporated into the Modified Project:

AIR-1: The District will comply with all applicable air quality regulations as determined by the San Joaquin Valley Air Pollution Control District (SJVAPCD) and will implement necessary air pollution prevention BMPs per the SJVAPCD guidelines.

IV. BIOLOGICAL RESOURCES: Would the Modified Project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☒	☐	☐
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☒	☐	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, l local, regional, or state habitat conservation plan?	☐	☐	☐	☒

c – There are no wetlands within the limits of construction of the Modified Project.

d – The Modified Project does not occur within or in the vicinity of a documented wildlife corridor or native wildlife nursery site. The Project does not include any permanent, aboveground infrastructure that could impede movement of native wildlife or fish species; aboveground infrastructure is limited to a small, previously disturbed vacant lot surrounded by existing development. Project impacts primarily occur along existing designated roadways and utility rights of way. Excavation work may temporarily preclude wildlife movement along portions of the rights of way, but these temporary impacts would be limited in spatial and temporal extent and the work areas can be readily circumvented by wildlife species.

e – The Modified Project does not conflict with any policies or ordinances protecting biological resources such as tree preservation plans.

f – The Modified Project will be in compliance with the Metropolitan Bakersfield Habitat Conservation Plan.

Mitigation Measures

The following Mitigation Measures, identified in the Adopted Mitigated Negative Declaration, will be incorporated into the Modified Project:

BIO-1: Pre-Construction Botanical Surveys. Prior to ground disturbance, a qualified biologist should conduct clearance surveys in potentially suitable habitats that support native vegetation to document the presence of special-status botanical species. Surveys should be conducted within the appropriate blooming season for Bakersfield cactus and San Joaquin woollythreads.

BIO-2: Special-Status Plants Protection. If special-status plant species are observed during botanical surveys, a no-disturbance buffer of no less than 5 feet from the edge of the root zone should be established to protect the individuals from direct impacts. If there is potential for Bakersfield cactus to occur, all cacti of the genus *Opuntia* should be identified and avoided to the extent feasible. If listed species are observed, then the appropriate agencies (CDFW, USFWS) should be consulted to determine an approved course of action.

BIO-3: Pre-Construction Surveys. At least 2 weeks prior to the start of construction, a qualified biologist should conduct a comprehensive pre-construction survey for special-status wildlife species within the Project footprint and buffer. If a special-status species is observed, the appropriate agencies should be contacted for consultation and to determine an approved course of action.

BIO-4: Worker Environmental Awareness Training (WEAT). Prior to construction, a Worker Environmental Awareness Training (WEAT) should be prepared and presented to all construction personnel at the start of Project-related activities. The training should discuss special-status species with the potential to occur within the Project footprint, including their regulatory status, description, and habitat requirements, and any sensitive habitat areas that may be encountered. The program should emphasize the importance of minimizing disturbance, and describe the federal, state, and local regulations protecting biological resources and the potential penalties for non-compliance with these laws and statutes.

BIO-5: Biological Monitor. If special-status wildlife species are detected within the Project area or buffer during pre-construction surveys, a qualified biological monitor should be on-site during all ground-disturbing activities, including vegetation removal. The

biological monitor should be the principal agent directing implementation of project mitigation measures, including administering the WEAT, conducting compliance monitoring and pre-construction surveys, and completing necessary reporting.

BIO-6: Construction Materials. All construction pipes, culverts and similar structures with a diameter of 4-inches or greater that are stored at the construction site for one or more overnight periods should be thoroughly inspected for wildlife prior to the pipes being moved, buried, capped, or otherwise used. If wildlife is observed, work in the area should stop and the pipe should not be moved; wildlife should be allowed to disperse from the area under its own volition if feasible.

If a common wildlife species is observed within a pipe or similar structure, a qualified biologist may capture the animal and relocate it to suitable habitat out of the construction area.

If a San Joaquin kit fox is observed within a pipe or similar structure, the USFWS should be notified before any action is taken. If necessary for the safety of the kit fox, under the supervision of a qualified biologist the pipe may be moved only once to remove it from the path of construction activities, until the kit fox has dispersed from the area of its own volition.

BIO-7: Wildlife Entrapment Hazards. Prior to construction, if feasible, exclusionary fencing (silt or construction fencing) should be installed around work areas where sensitive wildlife species have the potential to occur to prevent individuals from entering the work area.

All trenches or holes more than 18 inches in depth that are to be left open overnight should be either securely covered or have wildlife escape ramps installed during non-work hours to prevent entrapment of common and special-status wildlife species.

BIO-8: General Site Housekeeping. The following best management practices should be employed to protect special-status and common native wildlife.

All food-related items such as wrappers, cans, bottles, and food scraps should be disposed of in secure trash containers and removed at least once a week from the construction site.

No pets should be permitted at the construction site.

Use of rodenticides and herbicides should be restricted in Project areas to prevent primary or secondary poisoning of special-status and common wildlife species and the depletion of important prey species. If rodent control is necessary, a zinc phosphide should be employed to reduce the risk of secondary poisoning

BIO-9: Blunt-Nosed Leopard Lizard Protection. Prior to the start of construction, a qualified biologist should conduct a focused reconnaissance survey for blunt-nosed leopard lizard to identify the potential seasonal presence and location of this species within the Project vicinity. If the reconnaissance survey indicates there is potential for seasonal presence of this species within the Project vicinity, specific protective measures should be developed and implemented in consultation with the CDFW and USFWS to identify and avoid and protect blunt-nosed leopard lizards in the Project vicinity. Protocol surveys should follow the methods described in the *Approved Survey Methodology for the Blunt-nosed Leopard Lizard*, *Revised* (CDFW 2019e).

If blunt-nosed leopard lizards are observed during pre-construction surveys within the Project footprint or buffer, the USFWS and CDFW should be consulted to determine an appropriate course of action.

If a blunt-nosed leopard lizard is encountered during Project-related work activities, all work in the vicinity that could result in the direct injury, disturbance, or harassment of the individual should immediately cease and the appropriate agencies should be notified and consulted to determine an approved course of action.

BIO-10: Swainson's Hawk Protection. No more than 30 days prior to construction, a qualified biologist should conduct surveys of potentially suitable nesting habitats within 1 mile of the Project Area when work is to be conducted within the breeding season (March 1 to October 1).

If active nests are identified, a no-disturbance buffer of no less than 0.25 mile should be established around the nest. The nest should be monitored by a qualified biologist until such time as it has been determined that the nest has either successfully fledged or failed.

BIO-11: Western Burrowing Owl Protection. Within one week prior to construction, a qualified biologist should conduct surveys of potentially suitable habitats within the work area and buffer for western burrowing owls, their burrows and sign, following the most recent survey protocol provided in the *Staff Report on Burrowing Owl Mitigation* (CDFW 2012).

If occupied, non-breeding burrows are observed, a no-disturbance buffer of no less than 160 feet will be established around the burrow. If a burrow is located within 160 feet of the work area, the CDFW should be consulted with to determine an appropriate course of action.

If occupied, breeding burrows are observed, a no-disturbance buffer of no less than 300 feet will be established around the burrow. A qualified biologist will monitor the burrow until it has been determined that the nest has either failed or the young have fledged. If a burrow is located within 300 feet of the work area, the CDFW should be consulted with to determine an appropriate course of action.

BIO-12: American Badger Protection. No more than two (2) weeks prior to construction, a qualified biologist should conduct a survey for active American badger dens in potentially suitable habitats within the Project footprint and buffer.

If inactive dens are observed, the biologist should backfill the dens by hand to discourage their reuse.

If active non-natal dens are observed, a no-disturbance buffer of not less than 150 feet should be established around the den. If a den is located within 150 feet of the work area, the CDFW should be consulted to determine an appropriate course of action.

If active natal dens are observed within the work areas or in the vicinity, a no-disturbance buffer of no less than 300 feet should be established around the den. The qualified biologist should monitor the den to determine when the young have dispersed and the den has been vacated, at which point the den may be backfilled by hand to prevent re-use.

BIO-13: San Joaquin Kit Fox Protection. No more than two (2) weeks prior to the start of construction, a qualified biologist should conduct surveys of the work area and buffer for signs of San Joaquin kit fox. Any suitable denning locations should be investigated for use; observation of any active dens should result in consultation with the USFWS and CDFW. Surveys should be conducted following the most recent San Joaquin kit fox survey protocol provided in *San Joaquin Kit Fox Survey Protocol for the Northern Range*, established by the USFWS (1999).

San Joaquin kit fox protective measures should follow the recommendations set forth in the *Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance* (USFWS 2011). In accordance with those recommendations, the following measures should be implemented.

If potential or known dens are identified during the pre-construction surveys, suitable no-disturbance buffers should be implemented around the dens. No-disturbance zones should be maintained throughout all construction activities and other Project-related activities that have potential to cause disturbance to the kit foxes. Only essential vehicle operation on existing roads and foot traffic should be permitted within the no-disturbance buffer. Upon completion of potentially disturbing activities, all fencing and field markers should be removed.

> If a potential or atypical den is observed, a no-disturbance buffer of at least 50 feet in radius should be implemented. The no-disturbance buffer for potential or atypical dens should employ placement of 4 to 5 flagged stakes at a distance of no less than 50 feet from the den entrance.
>
> If a known den is observed, a no-disturbance buffer of at least 100 feet in radius should be implemented. No-disturbance buffers for known dens should be demarcated by fencing that encircles the den at the appropriate distance and does not hinder kit fox access to the den site. Suitable fencing materials may include the following: untreated wood particle board, silt fencing, orange construction fencing, or other fencing as approved by the USFWS. All fencing must include openings for kit fox ingress and egress.
>
> If an occupied or unoccupied natal/ pupping den is observed, the USFWS and CDFW will be notified to determine suitable protective measures.

If active San Joaquin kit fox dens are observed within the work area or buffer during construction activities, all work should immediately stop and the USFWS and CDFW should be notified. Protective measures for the den should follow those described above.

Disturbance to San Joaquin kit fox dens should be avoided to the extent feasible. If avoidance of the den is not possible, the den may be excavated by hand and backfilled to prevent re-use. The USFWS and CDFW should be contacted prior to the excavation of any potential or known kit fox den; take authorization may be required.

> Prior to excavation, the den should be monitored for a minimum of three (3) days using a tracking medium or infra-red beam camera to ensure the den is vacant. If the den is known to be vacant, the den should be fully excavated, backfilled with native soil and compacted to ensure kit foxes cannot re-enter the den during construction activities.
>
> Natal/pupping dens should not be disturbed or destroyed; such action requires take authorization from the USFWS and CDFW. Destruction may be authorized only after the pups and adults have naturally dispersed from the den and only after agency consultation.

If a San Joaquin kit fox is encountered during Project activities, all work that could result in a direct injury, disturbance, or harassment should immediately cease and the designated biologist should be notified.

If a San Joaquin kit fox is inadvertently entrapped, killed, or injured during Project-related activities, the CDFW and USFWS should be notified by phone immediately.

In addition to the immediate notification described above, if a San Joaquin kit fox is inadvertently injured or killed during Project-related activities, the CDFW and USFWS should be notified in writing within three (3) working days of the incident. The notification should include the date, time, and location of the incident or finding, and any other pertinent information.

BIO-14: Tipton Kangaroo Rat Protection. No more than two (2) weeks prior to construction, a qualified biologist should conduct surveys within the Project footprint and buffer to identify potential kangaroo rat burrows. Where potential burrows are identified, a live-trap survey should be conducted following the methods provided in the USFWS-approved *Survey Protocol for Determining Presence of San Joaquin Kangaroo Rats* (2013). If any Tipton kangaroo rats are identified during surveys, consultation with the USFWS and CDFW should be conducted to determine an approved course of action.

If any Tipton kangaroo rats are observed during work activities, all work in the vicinity should immediately stop and the appropriate agencies (CDFW, USFWS) should be contacted for consultation. If uninvestigated kangaroo rat burrows are observed during construction, work in the vicinity should stop and appropriate live-trap surveys should be conducted to confirm the species.

BIO-15: Nesting Birds Protection. When construction activities will occur during the migratory bird breeding season (February 1 through August 31), a qualified biologist should conduct a nesting bird survey of the Project footprint and a minimum of a 300-foot adjacent buffer no more than 1 week prior to the start of construction or vegetation clearing activities.

If any active nests are identified within the Project footprint or buffer, a no-disturbance buffer should be established, measuring no less than 300 feet for nesting raptors, and 150 feet for all other species. A qualified biologist should monitor the nest for progress, until such time as the nest has been determined to have failed or successfully fledged.

All vegetation clearing activities required by the Project should be conducted outside the breeding bird season to the extent feasible. Where vegetation clearing must be conducted within the breeding bird season, these activities should be preceded by a nesting bird survey conducted by a qualified biologist no more than one (1) week prior to the start of vegetation clearing. Vegetation clearing activities within suitable nesting bird habitat also should be monitored by a qualified biologist.

V. CULTURAL RESOURCES: Would the Modified Project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

a, b, & c – Consultation with the Native American Heritage Commission (NAHC) and the California Historical Resource Information System (CHRIS) indicated no specific cultural resources directly within the Modified Project location (Modified Project pipeline route and well site). However, these consultations indicate the potential for cultural resources to be discovered during construction. The likelihood of encountering unknown cultural resources during construction is considered low due to the nature of the Modified Project which entails the installation of underground utilities and water facilities on previously disturbed lands.

Potential impacts to unknown cultural resources will be minimized by implementing a worker environmental training program and by conducting a reconnaissance-level cultural resources survey of the Modified Project area as recommended by local tribal members and CHRIS. Communications with the NAHC, local tribal members, and CHRIS are summarized below.

The NAHC completed a search of the Sacred Lands File for the USGS quadrangle in 2013 and 2016. The results were negative. NAHC provided a contact list for local tribes. The Tule River Indian Tribe and Kitanemuk and Yowlumne Tejon Indians have not responded to multiple contact attempts. The Tejon Indian Tribe and Santa Rosa Rancheria Tachi Yokut Tribe both recommend that a Cultural Monitoring Plan be considered or at a minimum a Cultural Presentation be given to the construction contractors. CHRIS recommended that a qualified professional archaeologist conduct a field survey of all currently vacant and previously undeveloped land in the project area prior to project activities. Additional letters sent in 2020 resulted in no new recommendations.

If any building or structures more than 45 years old will be affected as a result of project activities, they must first be recorded and evaluated for historical significance by a qualified professional architectural historian. If any archaeological resources are encountered during ground-disturbing activities, work will be temporarily halted in the vicinity of the find and a qualified archaeologist will be called to the Project site to examine and evaluate the resource in accordance with PRC Section 21083.2(i) and Section 106 of the NHPA, 16 United States Code Section 470f and its implementing regulations (36 CFR Part 800). Depending on the significance of the discovery, a program of monitoring and/or mitigation may be necessary.

d - It is not anticipated that human remains will be encountered during construction of the Modified Project. If human remains are discovered, work in the immediate vicinity of the discovery will be suspended and the Kern County Coroner will be contacted. If the remains are deemed Native American in origin, the Coroner will contact the Native American Heritage Commission and identify a Most Likely Descendant pursuant to Public Resources Code Section 5097.98 and California Code of Regulations Section 15064.5. Work may be resumed at the landowner's discretion but will only commence after consultation and treatment have been concluded. Work may continue on other parts of the proposed Project site while consultation and treatment are conducted. Compliance with existing regulations would ensure a less than significant impact to human remains.

Mitigation Measures

The following Mitigation Measures, identified in the Adopted Mitigated Negative Declaration, will be incorporated into the Modified Project:

CULT-1: Prior to construction, a qualified archeologist will develop and implement a Worker Environmental Awareness Program.

CULT-2: A qualified archeologist will conduct a reconnaissance level cultural resources survey of the areas within the project were ground disturbance will occur.

VI. GEOLOGY AND SOILS: Would the Modified Project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒

a i-iv – The Modified Project area is located within the same geologic and soils setting as the previously analyzed Approved Project. The Modified Project site is located approximately two miles from fault zones listed in the Alquist-Priolo Earthquake Fault Zoning Map. Construction of the proposed water facilities will not increase risks to humans or property from geologic hazards. The Modified Project area is relatively flat and there is no potential for landslides.

b – The potential for erosion and loss of top soil is minimal within the Modified Project area. The contractor will mitigate potential erosion and sedimentation via the Modified Project's Storm Water Pollution Prevention Plan (SWPPP).

c & d – Construction of the Modified Project will be within developed dedicated Rights-of-Way, utility easements, and a school site. This land is not located on a geologic unit with unstable soil, or expansive soil and will not result in risk to life or property.

e – Septic systems are not part of the Modified Project.

Mitigation Measures

The following Mitigation Measure, identified in the Adopted Mitigated Negative Declaration, will be incorporated into the Modified Project to further reduce potential impacts:

GEO-1: The construction contractor will be required to develop and implement a storm water pollution prevention plan (SWPPP) in accordance with the State of California Construction General Permit Guidelines.

VII. GREENHOUSE GAS EMISSIONS: Would the Modified Project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

a & b – As with the Approved Project, the water facilities to be constructed will replace existing wells and pipelines that will be abandoned. The District will follow applicable guidelines established by the SJVAPCD in the design of project facilities. Operation of the well site and pipeline facilities will not have a significant impact on greenhouse gas emissions as these facilities will be operated with electric power. The power demand anticipated for these new facilities is anticipated to be less than the power demand to operate the existing water system wells for the private water systems that will be abandoned.

As with the Approved Project, the Modified Project will result in short-term construction-related greenhouse gas emissions. Construction GHG emissions were calculated for the Modified Project based on the increase in pipeline construction. The estimated GHG emissions for the Modified Project are shown in the attached table. The updated estimate of greenhouse gas emissions indicate that greenhouse gas emissions are anticipated to increase by 20% as compared to the Approved Project due to the approximately 20% increase in the linear feet of new pipeline construction (i.e., an increase from 55,000 LF of new pipeline construction under the Approved Project to 65,700 LF under the Modified Project). Kern County CEQA Guidelines do not provide a quantitative threshold for greenhouse gas emissions associated with construction. For the purpose of this CEQA analysis, the Modified Project's estimated CO2 emissions were compared to the County-wide forecast of annual CO2 emissions. The estimated CO2 emissions to be generated during construction of the Modified Project represents approximately 0.017% of the yearly forecasted CO2 emissions that will be generated by Kern County in 2020. Based on this calculation, the potential impact associated with CO2 emissions from the Modified Project are considered less than significant.

Mitigation Measures
None required, as all potential impacts are less than significant.

VIII. HAZARDS AND HAZARDOUS MATERIALS: Would the Modified Project:		Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☒	☐	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

a & b – As with the Approved Project, the treatment process for arsenic removal, if required, may require the use of chemicals that are considered hazardous. These chemicals will be transported in drums or other DOT-approved containers, stored with appropriate secondary containment vessels, and used for the treatment process in accordance with local, state, and federal regulations applicable to the use of these chemicals. Accidental releases of hazardous materials could occur during construction activities. Any such releases will be contained and disposed of in accordance with Best Management Practices that will be outlined in the project-specific Storm Water Pollution Prevention Plan.

c – As with the Approved Project, the Modified Project will require construction in the vicinity of Shirley Lane Elementary, Fairfax Middle School, and Mira Monte High School. Diesel emissions will be generated during construction by construction equipment. In order to minimize possible impacts from these emissions, the construction contractor will implement emission reduction measures as required by the San Joaquin Valley Air Pollution Control District, as is standard practice for construction projects in the San Joaquin Valley. The impacts are not considered to be significant. Refer to the Air Quality section for additional details of potential for air quality emissions.

d – As with the Approved Project, the Department of Toxic Substances Control database indicates that the Modified Project site is not listed as a hazardous materials or former hazardous waste site. Therefore, it is not anticipated that construction will pose a threat (in terms of the release of hazardous materials) to the surrounding population.

e & f – No public or private airports are located near the Modified Project area.

g – Operations of the Modified Project will not impair implementation of or physically interfere with an adopted emergency response or evacuation plans because the project does not include the development of physical structures that would impede such a plan. However, the Modified Project could potentially affect emergency response plans and evacuation routes during construction for those residents in the immediate vicinity of the active construction sites. Alternative routes will be implemented by means of appropriate traffic control measures. The construction effort will also be coordinated with applicable agencies to ensure there will be no impairment of emergency response.

h– It is not anticipated that the Modified Project will expose any residents in the vicinity to potential wildfires.

Mitigation Measures
None required, as all potential impacts are less than significant.

IX. HYDROLOGY AND WATER QUALITY: Would the Modified Project:

a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☒	☐
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☒	☐
j) Inundation by seiche, tsunami, or mudflow	☐	☐	☐	☒

a, b, & f – The Modified Project will not violate any water quality or discharge requirements. The Modified Project will not result in significant changes in use of groundwater because the new well will replace existing wells and the project area is currently developed in urban and irrigated agricultural uses. The project is intended to address the supply of potable water that does not meet current water quality standards by consolidating to the ENCSD which will be able to provide customers with potable water that meets current water quality standards.

c & d – With the exception of temporary construction related activities, the Modified Project will not produce or leave any significant physical structures that may alter or restrict existing drainage patterns in the area. As with the Approved Project, the construction contractor will address drainage through the construction site as part of the Storm Water Pollution Prevention Plan (SWPPP).

e – It is not anticipated that the Modified Project will generate a substantial amount of water from construction. As with the Approved Project, appropriate storm water pollution prevention plan measures will be implemented in accordance with the requirements of the State of California Water Resources Control Board's General Permit for Strom Water Discharges Associated with Construction and Land Disturbances Activities. Along the pipeline routes, existing surface will be returned to pre-project conditions after installation of the pipelines. At the well site, the ENCSD will construct a drainage sump to offset the minor increase in runoff flows as a result of the added structures to the site.

g, h, & I – Based on a review of the Flood Insurance Rate Map for the area, the Modified Project is not located within a 100-year flood zone. The potential for flooding as a result of failure of the proposed water storage tank is less than significant as the water contained in the storage tank would drain to the east away from existing structures and into the public storm water system. Additionally, the likely hood of a tank failure is minimal as the tank will be designed to withstand seismic events per California Building Codes.

j– There are no large bodies of water within the vicinity of the Modified Project area, therefore it is not anticipated that the project would increase the chances of flooding caused by a seiche, tsunami, or mudflow.

Mitigation Measures
None required, as all potential impacts are less than significant.

X. LAND USE AND PLANNING: Would the Modified Project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

a – As with the previously Approved Project, the Modified Project consists of an annexation of currently developed single family residential areas and the construction of water facilities which will not divide an established community.

b – The Modified Project is not in conflict with any applicable land use plans or policies.

c – The Modified Project is not in conflict with the Metropolitan Bakersfield Habitat Conservation Plan.

Mitigation Measures
None required, as all potential impacts are less than significant.

XI. MINERAL RESOURCES: Would the Modified Project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

a & b – As with the previously Approved Project, construction and operations of the Modified Project will take place on the proposed well site and along improved dedicated Rights of Way. These areas are not currently used or available for mineral resources extraction.

Mitigation Measures
None required, as all potential impacts are less than significant.

XII. NOISE: Would the Modified Project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☒	☐	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

a, b, & d – As with the previously Approved Project, construction of the Modified Project will result in a temporary increase in noise levels created by the use of well drilling, earth moving and pipeline installation equipment. Similar to the Approved Project, the additional two miles of pipelines to be constructed for the Modified Project will be located within a combination of rural residential neighborhoods and agricultural properties. Upon completion of construction, noise levels will return to approximately pre-project levels.

Heavy construction equipment typically generates noise levels up to around 95 dbA at 50 feet. To a large extent, these types of noises are common and associated with other types of development activities. Consistent with the County of Kern and City of Bakersfield municipal codes, construction hours will be limited to daylight hours, typically between 7 a.m. and 5 p.m. During construction of the well, drilling operations may be required to be continuous day and night. This condition may result in short term impacts to residents on the north side of the well site. To minimize this impact, the well driller will be required to provide sound barriers to minimize the noise levels in the surrounding area.

c – The sound levels associated with the proposed well and booster pump station were analyzed the Approved Project. These facilities will be operated by electric motors and located inside building, which will minimize any permanent increase in noise during operation. Operational sound levels will not be affected by the addition of two service districts in the Modified Project.

e & f – There are no private or public airports in the vicinity of the Modified Project.

Mitigation Measures

The following Mitigation Measures, identified in the Adopted Mitigated Negative Declaration, will be incorporated into the Modified Project:

NOISE-1: The well drilling contractor will be required to provide sound barriers during night time well drilling operations to minimize noise levels for the adjoining neighbors.

XIII. POPULATION AND HOUSING: Would the Modified Project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

a, b, c – As with the Approved Project, the Modified Project will not directly impact population growth. The project does not require any changes in land use or zoning. The proposed water facilities are intended to serve the service areas of the six private water systems being annexed onto the District. The areas to be annexed, including the two additional service districts in the Modified Project, are currently developed in single family residential uses. Any future development within the project area would be subject to additional environmental review.

Mitigation Measures
None required, as all potential impacts are less than significant.

XIV. PUBLIC SERVICES:				
a) Would the Modified Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	☐	☐	☒	☐
Fire protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

a – The areas to be annexed, including the two additional service districts in the Modified Project, are currently developed in single family residential uses. As with the Approved Project, emergency services (police, fire, and ambulance) and the adjacent schools may experience temporary inconveniences during construction of the Modified Project. The contractor will be required to maintain access for these services through appropriate traffic control measures. In any case, no new public facilities are required to be constructed to serve the Modified Project.

Mitigation Measures
None required, as all potential impacts are less than significant.

XV. RECREATION:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Would the Modified Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the Modified Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

a & b – The Modified Project will not have an adverse effect on any recreational facilities, and would not require construction or expansion of recreational facilities. There are no State or local parks within the project area.

Mitigation Measures
None required, as all potential impacts are less than significant.

XVI. TRANSPORTATION/TRAFFIC: Would the Modified Project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☒	☐
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the District congestion management agency for designated roads or highways?	☐	☐	☒	☐
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result in substantial safety risks?	☐	☐	☒	☐
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
e) Result in inadequate emergency access?	☐	☐	☒	☐
f) Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☒	☐

a, b, c – The Modified Project will be constructed within improved dedicated Rights of Way and utility easements. The construction contractor will be required to prepare and implement a traffic control plan for use during construction operations. Construction within public road rights-of-way will be subject to the conditions of the encroachment permits issued by the affected public agencies. The project site is located in a rural area that does not experience high traffic volumes. The areas to be annexed are currently developed in single family residential uses.

d – There will be no hazards to safety from the Modified Project design features.

e – During construction, emergency access will not be obstructed. In cases of emergencies, drivers may be instructed to take alternative routes. The construction effort will be coordinated with applicable agencies to ensure there will be no impairment of emergency response.

f – The Modified Project will not interfere with the existing bus or alternative transportation routes currently in use by the City of Bakersfield or the County of Kern. Any temporary impacts to bicyclists and pedestrians will be addressed through traffic control measures.

Mitigation Measures

The following Mitigation Measures(s), identified in the Adopted Mitigated Negative Declaration, will be incorporated into the Modified Project:

TRA-1: Construction contractor will be required to develop and implement a traffic control plan in accordance with local, State, and Federal requirements.

XVII. UTILITIES AND SERVICE SYSTEMS: Would the Modified Project:	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

a, b, c, d, e, f, & g – The Modified Project will not have adverse effects on utilities and service systems. As with the Approved Project, the Modified Project will not require or result in construction of wastewater treatment or storm drain facilities. The Modified Project involves the replacement of existing water facilities. Arsenic and TCP treatment at the well, if required, will not cause significant environmental effects as the treatment process will not produce hazardous waste. The proposed water supply, treatment, and distribution facilities are intended to serve water to the six private water systems whose water supplies currently do not meet water quality standards. No impacts to solid waste disposal are anticipated. The areas to be annexed are currently developed in single family residential uses.

Mitigation Measures
None required, as all potential impacts are less than significant.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
a) Does the Modified Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the Modified Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☐	☒
c) Does the Modified Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

a – There will be no impacts to aquatic resources as a result of the Modified Project. The construction area lies within dedicated improved Rights of Way, utility easements, and vacant land which is routinely cleared of vegetation. Although these lands are not suitable habitat for wildlife species, there is the possibility for wildlife species to occur in the surrounding areas which may be impacted by construction activities. Refer to the Biological Constraints Analysis for additional details on the present species and proposed mitigation measures. The Modified Project will not have significant impacts on plant species. It is not anticipated that the Modified Project will negatively affect cultural or historical resources in the surrounding area, nor are there any lasting negative impacts on the population in the vicinity of the Modified Project. Mitigation measures have been provided to limit potential impacts.

b – Considering the nature of the Modified Project consisting of the annexing of six private water systems into the ENCSD and construction of water supply, treatment (if required), and distribution facilities to replace the facilities currently operated by these water systems, there are no cumulatively considerable impacts as a result of past, current, or future projects.

c – The Modified Project will have short term impacts to humans as a result of inconveniences related to air quality, traffic, and noise caused by construction operations. These impacts are manageable and are not anticipated to be substantial adverse effects.

EVALUATION OF FEDERAL CROSS CUTTERS

1. Clean Air Act:

1.1. Affected Environment

The Modified Project will not violate air quality standards or contribute to an existing or projected air quality violation. The Modified Project will result in short-term construction-related air pollutant emissions, particularly dust (PM10), reactive organic gases (ROG), nitrogen oxides (NOx), and carbon monoxide (CO) that may affect people residing near the project location. An estimate of CO2 emissions to be generated during construction was calculated at less than 0.017% of the yearly CO2 emissions generated by Kern County. Refer to the CO2 emissions calculation worksheet for additional details. Based on this calculation, the impact associated with CO2 emissions is less than significant.

1.2. Environmental Consequences

Temporary pollutant emissions as a result of construction activities.

1.3. Mitigation Measure

The contractor will be required to comply with BMPs in accordance with the San Joaquin Air Pollution Control District Guidelines.

2. Coastal Zone Management:

2.1. Affected Environment

The project planning area is not located in a coastal region.

2.2. Environmental Consequences

None.

2.3. Mitigation Measure

None.

3. Endangered Species Act (ESA):

3.1. Affected Environment

Because the Modified Project is located within existing road Rights-of-Way, utility easements, and vacant land that is routinely cleared of vegetation, it is unlikely that sensitive natural habitat will be disturbed. A reconnaissance-level biological survey was conducted for the Modified Project area (see attached updated Biological Resources Constraints Analysis). Although no sensitive species were found, the referenced report notes the potential presence of San Joaquin kit fox, western burrowing owl, blunt-nosed leopard lizard, Swainson's hawk, Tipton kangaroo rat, and American badger. Migratory birds may also be encountered during construction.

3.2. Environmental Consequences

None with implementation of mitigation measures.

3.3. Mitigation Measure

Mitigation measures to protect special status species include pre-construction floristic surveys and protection of special status plant species, if found. Pre-construction surveys for special status wildlife species, worker environmental awareness training, biological monitoring of any species found during the pre construction surveys, wildlife entrapment hazards protection, and protection of the wildlife special status species listed above, if found. More detailed mitigation procedures for each of the aforementioned species can be found in the attached updated Biological Resources Constraints Analysis.

4. Environmental Justice:

4.1. Affected Environment

The water system improvements will replace existing facilities currently operated by six private water companies that cannot provide an adequate water supply to their customers. The water service areas will be annexed into the ENCSD. The consolidation will provide a reliable source of clean water which is a positive development for the population currently served by these private water companies.

4.2. Environmental Consequences

None.

4.3. Mitigation Measure

None.

5. Farmland Protection Policy Act:

5.1. Affected Environment

Pipeline construction will take place within existing road Rights-of-Way and utility easements. The proposed well site is on vacant land to be purchased by the ENCSD. The property is classified as rural residential per the California Important Farmland Finder. While the project area is surrounded by agricultural farmland, the project will not have a direct impact on farmland or farming operations. The Modified Project does not include any changes to zoning or land use.

5.2. Environmental Consequences

None

5.3. Mitigation Measure

None

6. Flood Plain Management:

6.1. Affected Environment

The Modified Project is not located adjacent to any streams. The closest 100-year floodplain is located approximately one mile south of the Modified Project site.

6.2. Environmental Consequences

None.

6.3. Mitigation Measure

None.

7. National Historic Preservation Act:

7.1. Affected Environment

Consultation with the Native American Heritage Commission (NAHC) and the California Historical Resource Information System (CHRIS) indicated no specific cultural resources directly within the project location (pipeline routes and well site). These consultations indicate that there is potential for cultural resources to be discovered during construction.

7.2. Environmental Consequences

None with implementation of mitigation measures.

7.3. Mitigation Measure

Potential impacts to unknown cultural resources will be minimized by implementing a worker environmental training program and by performing a reconnaissance-level cultural survey of the area as recommended by local tribal members and CHRIS.

8. Magnuson-Stevens Fishery Conservation and Management Act:

8.1. Affected Environment

There are no essential fish habitats in the vicinity of the Modified Project. The Modified Project is located in Kern County, east of Bakersfield, far from coastal Essential Fish Habitats. Additionally, the water system improvements will replace existing facilities. This is not anticipated to induce development growth that would indirectly impact essential fish habitat.

8.2. Environmental Consequences

None.

8.3. Mitigation Measure

None.

9. Migratory Bird Treaty Act:

9.1. Affected Environment

The attached updated Biological Constraints Analysis identifies the tricolor blackbird (*Agelaius Tricolor*), great egret (*Ardea Alba*), long-eared owl (*Asio Otus*), snowy egret (*Egretta Thula*), Swainson's sawk (*Buteo swainsonii*), and western burrowing owl (*Athene Cunicularia*) as birds that were not observed but have the potential to occur within the project area.

9.2. Environmental Consequences

None with implementation of mitigation measures.

9.3. **Mitigation Measure**

No more than one week prior to the start of construction or vegetation clearing activities, a qualified biologist will conduct a nesting bird survey of the project area and a 300-ft buffer. If any active nests are identified within the project footprint or buffer, a no disturbance buffer will be established, measuring no less than 300 feet for nesting raptors, and 150 feet for all other species. A qualified biologist will monitor the nest for progress, until such time as the nest has been determined have failed or successfully fledged.

10. Protection of Wetlands:

10.1. Affected Environment

There are no wetlands within the limits of construction of the Modified Project.

10.2. Environmental Consequences

None.

10.3. Mitigation Measure

None.

11. Safe Drinking Water Act, Sole Source Aquifer Protection:

11.1. Affected Environment

The Modified Project is not within the boundaries of a sole source aquifer.

11.2. Environmental Consequences

None.

11.3. Mitigation Measure

None.

12. Wild and Scenic Rivers Act:

12.1. Affected Environment

The Modified Project is not located in the vicinity of a wild and scenic river. The Kern River, which is the nearest wild and scenic river, is located approximately six miles from the Modified Project area.

12.2. Environmental Consequences

None.

12.3. Mitigation Measure

None.

13. National Forest Lands:

13.1. Affected Environment

The Modified Project is not on National Forest Lands.

13.2. Environmental Consequences

None.

13.3. Mitigation Measure

None.

14. Clean Water Act (Section 404) and River and Harbors Act (Section 10):

14.1. Affected Environment

The Modified Project is not located in or near navigable waters of the United States. There will be no modification of existing structures in or near designated navigable waters. The project will not result in the placement of dredge or fill material into the waters of the United States.

14.2. Environmental Consequences

None.

14.3. Mitigation Measure

None.

MITIGATION MEASURES

This section summarizes the mitigation measures and Best Management Practices (BMP's) that will be implemented for the Modified Project. The mitigation measures are standard practice for the majority of construction projects in the area.

Environmental Factor	Summary of Mitigation Measures and BMP's
Aesthetics	**AESTH–1**: Construction of either CMU block or chain link fence with privacy slats around the well site. Structures including the tank will be painted to match surrounding structures. **AESTH–2**: Permanent lighting at the well site will be designed to minimize impacts to the adjoining neighbors.
Air Quality	**AIR-1**: The District will comply with all applicable air quality regulations as determined by the San Joaquin Valley Air Pollution Control District (SJVAPCD) and will implement necessary air pollution prevention BMPs per the SJVAPCD guidelines.
Biological Resources	**BIO-1: Pre-Construction Botanical Surveys.** Prior to ground disturbance, a qualified biologist should conduct clearance surveys in potentially suitable habitats that support native vegetation to document the presence of special-status botanical species. Surveys should be conducted within the appropriate blooming season for Bakersfield cactus and San Joaquin woollythreads. **BIO-2: Special-Status Plants Protection.** If special-status plant species are observed during botanical surveys, a no-disturbance buffer of no less than 5 feet from the edge of the root zone should be established to protect the individuals from direct impacts. If there is potential for Bakersfield cactus to occur, all cacti of the genus Opuntia should be identified and avoided to the extent feasible. If listed species are observed, then the appropriate agencies (CDFW, USFWS) should be consulted to determine an approved course of action. **BIO-3: Pre-Construction Surveys.** At least two weeks prior to the start of construction, a qualified biologist should conduct a comprehensive pre-construction survey for special-status wildlife species within the Project footprint and buffer. If a special-status species is observed, the appropriate agencies should be contacted for consultation and to determine an approved course of action. **BIO-4: Worker Environmental Awareness Training (WEAT).** Prior to construction, a Worker Environmental Awareness Training (WEAT) should be prepared and presented to all construction personnel at the start of Project-related activities. The training should discuss special-status species with the potential to occur within the Project footprint, including their regulatory status, description, and habitat requirements, and any sensitive habitat areas that may be encountered. The program should emphasize the importance of minimizing disturbance, and describe the federal, state, and local regulations protecting biological resources and the potential penalties for non-compliance with these laws and statutes.

Biological Resources Continued	**BIO-5: Biological Monitor.** If special-status wildlife species are detected within the Project area or buffer during pre-construction surveys, a qualified biological monitor should be on-site during all ground-disturbing activities, including vegetation removal. The biological monitor should be the principal agent directing implementation of project mitigation measures, including administering the WEAT, conducting compliance monitoring and pre-construction surveys, and completing necessary reporting. **BIO-6: Construction Materials.** All construction pipes, culverts and similar structures with a diameter of 4-inches or greater that are stored at the construction site for one or more overnight periods should be thoroughly inspected for wildlife prior to the pipes being moved, buried, capped, or otherwise used. If wildlife is observed, work in the area should stop and the pipe should not be moved; wildlife should be allowed to disperse from the area under its own volition if feasible. a. If a common wildlife species is observed within a pipe or similar structure, a qualified biologist may capture the animal and relocate it to suitable habitat out of the construction area. b. If a San Joaquin kit fox is observed within a pipe or similar structure, the USFWS should be notified before any action is taken. If necessary for the safety of the kit fox, under the supervision of a qualified biologist the pipe may be moved only once to remove it from the path of construction activities, until the kit fox has dispersed from the area of its own volition. **BIO-7: Wildlife Entrapment Hazards.** Prior to construction, if feasible, exclusionary fencing (silt or construction fencing) should be installed around work areas where sensitive wildlife species have the potential to occur to prevent individuals from entering the work area. a. All trenches or holes more than 18 inches in depth that are to be left open overnight should be either securely covered or have wildlife escape ramps installed during non-work hours to prevent entrapment of common and special-status wildlife species. **BIO-8: General Site Housekeeping.** The following best management practices should be employed to protect special-status and common native wildlife. a. All food-related items such as wrappers, cans, bottles, and food scraps should be disposed of in secure trash containers and removed at least once a week from the construction site. b. No pets should be permitted at the construction site. c. Use of rodenticides and herbicides should be restricted in Project areas to prevent primary or secondary poisoning of special-status and common wildlife species and the depletion of important prey species. If rodent control is necessary, a zinc phosphide should be employed to reduce the risk of secondary poisoning. **BIO-9: Blunt-Nosed Leopard Lizard Protection.** Prior to the start of construction, a qualified biologist should conduct a focused reconnaissance survey for blunt-nosed leopard lizard to identify the potential seasonal presence and location of this species within the Project vicinity. If the reconnaissance survey indicates there is potential for seasonal presence of this species within the Project vicinity, specific protective measures should be developed and implemented in consultation with the CDFW and USFWS to identify and avoid and protect blunt-nosed leopard lizards in the Project vicinity. Protocol surveys should follow the methods described in the Approved Survey Methodology for

Biological Resources Continued	the Blunt-nosed Leopard Lizard, Revised (CDFW 2019e). a. If blunt-nosed leopard lizards are observed during pre-construction surveys within the Project footprint or buffer, the USFWS and CDFW should be consulted to determine an appropriate course of action. b. If a blunt-nosed leopard lizard is encountered during Project-related work activities, all work in the vicinity that could result in the direct injury, disturbance, or harassment of the individual should immediately cease and the appropriate agencies should be notified and consulted to determine an approved course of action. **BIO-10: Swainson's Hawk Protection.** No more than 30 days prior to construction, a qualified biologist should conduct surveys of potentially suitable nesting habitats within 1 mile of the Project Area when work is to be conducted within the breeding season (March 1 to October 1). a. If active nests are identified, a no-disturbance buffer of no less than 0.25 mile should be established around the nest. The nest should be monitored by a qualified biologist until such time as it has been determined that the nest has either successfully fledged or failed. **BIO-11: Western Burrowing Owl Protection.** Within one week prior to construction, a qualified biologist should conduct surveys of potentially suitable habitats within the work area and buffer for western burrowing owls, their burrows and sign, following the most recent survey protocol provided in the Staff Report on Burrowing Owl Mitigation (CDFW 2012). a. If occupied, non-breeding burrows are observed, a no-disturbance buffer of no less than 160 feet will be established around the burrow. If a burrow is located within 160 feet of the work area, the CDFW should be consulted with to determine an appropriate course of action. b. If occupied, breeding burrows are observed, a no-disturbance buffer of no less than 300 feet will be established around the burrow. A qualified biologist will monitor the burrow until it has been determined that the nest has either failed or the young have fledged. If a burrow is located within 300 feet of the work area, the CDFW should be consulted with to determine an appropriate course of action. **BIO-12: American Badger Protection.** No more than two weeks prior to construction, a qualified biologist should conduct a survey for active American badger dens in potentially suitable habitats within the Project footprint and buffer. a. If inactive dens are observed, the biologist should backfill the dens by hand to discourage their reuse. b. If active non-natal dens are observed, a no-disturbance buffer of not less than 150 feet should be established around the den. If a den is located within 150 feet of the work area, the CDFW should be consulted to determine an appropriate course of action. c. If active natal dens are observed within the work areas or in the vicinity, a no-disturbance buffer of no less than 300 feet should be established around the den. The qualified biologist should monitor the den to determine when the young have dispersed and the den has been vacated, at which point the den may be backfilled by hand to prevent re-use.

Biological Resources Continued	**BIO-13: San Joaquin Kit Fox Protection.** No more than two weeks prior to the start of construction, a qualified biologist should conduct surveys of the work area and buffer for signs of San Joaquin kit fox. Any suitable denning locations should be investigated for use; observation of any active dens should result in consultation with the USFWS and CDFW. Surveys should be conducted following the most recent San Joaquin kit fox survey protocol provided in San Joaquin Kit Fox Survey Protocol for the Northern Range, established by the USFWS (1999). San Joaquin kit fox protective measures should follow the recommendations set forth in the Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance (USFWS 2011). In accordance with those recommendations, the following measures should be implemented. a. If potential or known dens are identified during the pre-construction surveys, suitable no-disturbance buffers should be implemented around the dens. No-disturbance zones should be maintained throughout all construction activities and other Project-related activities that have potential to cause disturbance to the kit foxes. Only essential vehicle operation on existing roads and foot traffic should be permitted within the no-disturbance buffer. Upon completion of potentially disturbing activities, all fencing and field markers should be removed. i. If a potential or atypical den is observed, a no-disturbance buffer of at least 50 feet in radius should be implemented. The no-disturbance buffer for potential or atypical dens should employ placement of 4 to 5 flagged stakes at a distance of no less than 50 feet from the den entrance. ii. If a known den is observed, a no-disturbance buffer of at least 100 feet in radius should be implemented. No-disturbance buffers for known dens should be demarcated by fencing that encircles the den at the appropriate distance and does not hinder kit fox access to the den site. Suitable fencing materials may include the following: untreated wood particle board, silt fencing, orange construction fencing, or other fencing as approved by the USFWS. All fencing must include openings for kit fox ingress and egress. iii. If an occupied or unoccupied natal/ pupping den is observed, the USFWS and CDFW will be notified to determine suitable protective measures. b. If active San Joaquin kit fox dens are observed within the work area or buffer during construction activities, all work should immediately stop and the USFWS and CDFW should be notified. Protective measures for the den should follow those described in BIO-13(a). c. Disturbance to San Joaquin kit fox dens should be avoided to the extent feasible. If avoidance of the den is not possible, the den may be excavated by hand and backfilled to prevent re-use. The USFWS and CDFW should be contacted prior to the excavation of any potential or known kit fox den; take authorization may be required. i. Prior to excavation, the den should be monitored for a minimum of three (3) days using a tracking medium or infra-red beam camera to ensure the den is vacant. If the den is known to be vacant, the den should be fully excavated, backfilled with native soil and compacted to ensure kit foxes cannot re-enter the den

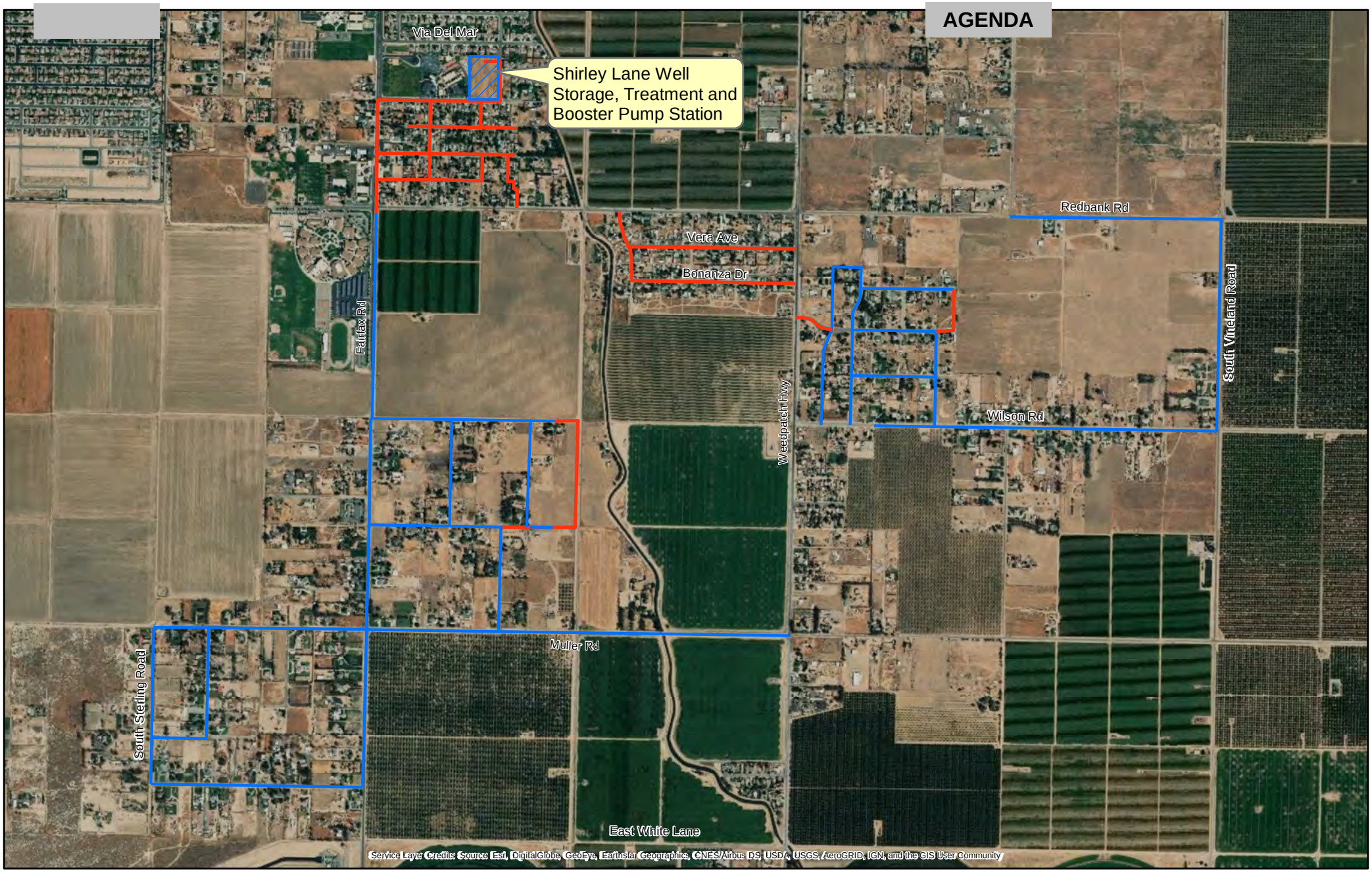
Biological Resources Continued	during construction activities. ii. Natal/pupping dens should not be disturbed or destroyed; such action requires take authorization from the USFWS and CDFW. Destruction may be authorized only after the pups and adults have naturally dispersed from the den and only after agency consultation. d. If a San Joaquin kit fox is encountered during Project activities, all work that could result in a direct injury, disturbance, or harassment should immediately cease and the designated biologist should be notified. e. If a San Joaquin kit fox is inadvertently entrapped, killed, or injured during Project-related activities, the CDFW and USFWS should be notified by phone immediately. f. In addition to the immediate notification described in (e), if a San Joaquin kit fox is inadvertently injured or killed during Project-related activities, the CDFW and USFWS should be notified in writing within three (3) working days of the incident. The notification should include the date, time, and location of the incident or finding, and any other pertinent information. **BIO-14: Tipton Kangaroo Rat Protection.** No more than two weeks prior to construction, a qualified biologist should conduct surveys within the Project footprint and buffer to identify potential kangaroo rat burrows. Where potential burrows are identified, a live-trap survey should be conducted following the methods provided in the USFWS-approved Survey Protocol for Determining Presence of San Joaquin Kangaroo Rats (2013). If any Tipton kangaroo rats are identified during surveys, consultation with the USFWS and CDFW should be conducted to determine an approved course of action. a. If any Tipton kangaroo rats are observed during work activities, all work in the vicinity should immediately stop and the appropriate agencies (CDFW, USFWS) should be contacted for consultation. If uninvestigated kangaroo rat burrows are observed during construction, work in the vicinity should stop and appropriate live-trap surveys should be conducted to confirm the species. **BIO-15: Nesting Birds Protection.** When construction activities will occur during the migratory bird breeding season (February 1 through August 31), a qualified biologist should conduct a nesting bird survey of the Project footprint and a minimum of a 300-foot adjacent buffer no more than 1 week prior to the start of construction or vegetation clearing activities. a. If any active nests are identified within the Project footprint or buffer, a no-disturbance buffer should be established, measuring no less than 300 feet for nesting raptors, and 150 feet for all other species. A qualified biologist should monitor the nest for progress, until such time as the nest has been determined to have failed or successfully fledged. b. All vegetation clearing activities required by the Project should be conducted outside the breeding bird season to the extent feasible. Where vegetation clearing must be conducted within the breeding bird season, these activities should be preceded by a nesting bird survey conducted by a qualified biologist no more than one week prior to the start of vegetation clearing. Vegetation clearing activities within suitable nesting bird habitat also should be monitored by a qualified biologist.

Cultural	**CULT-1:** Prior to construction, a qualified archeologist will develop and implement a Worker Environmental Awareness Program. **CULT-2**: A qualified archeologist will conduct a reconnaissance level cultural resources survey of the areas within the project were ground disturbance will occur.
Geology and Soils	**GEO-1:** Construction contractor will be required to develop and implement a storm water pollution prevention plan (SWPPP) in accordance with the State of California Construction General Permit Guidelines.
Noise	**NOISE-1:** Well Drilling contractor will be required to provide sound barriers during night time well drilling operations to minimize noise levels for the adjoining neighbors.
Traffic	**TRA-1**: Construction contractor will be required to develop and implement a traffic control plan in accordance with local, State, and Federal requirements.

EXHIBITS AND SUPPORTING DOCUMENTS

1. Figure 1. Modified Project Location and Facilities
2. Engineering Design Figure 3-1. Modified Project Facilities Schematic
3. CO2 Emissions Calculation Worksheet
4. Biological Resources Constraints Analysis (2020)
5. Environmental Topics added by the new CEQA Guidelines Description

Figure 1. Modified Project Location and Facilities



Overview Map



Legend:

- Modified Project (2019)
- Approved Project Pipeline Segments (2016)
- Approved Project Water Storage Facility Parcel (2016)

0 650 1,300 2,600 Feet

0 185 370 740 Meters

Scale: 1:19,000
1 in = 1,583 ft

Date: 11/8/2019
Projection: NAD 83 UTM Zone 11N

N

North Weedpatch Highway Consolidation Project

Modified Project Facilities

Project: 60615076

AECOM

Figure 1

Engineering Design Figure 3-1. Modified Project Facilities Schematic

PROPOSED SHIRLEY LANE WELL STORAGE, TREATMENT AND BOOSTER PUMP STATION

CONNECTION TO ENCSD SYSTEM

ENCSD WELL 21

SHIRLEY LANE ELEMENTARY SCHOOL

FAIRFAX MIDDLE SCHOOL

RAILROAD TRACK

EAST SIDE CANAL

NANAK ROAD

REDBANK RD

WEEDPATCH HIGHWAY

SMITH RD

VINEYARD ST

VINELAND ROAD

HARMON ROAD

HINSLEY ST

FAIRFAX RD

WILSON RD

MULLER RD

MULLER ROAD

DONEY ST

WHITE LANE

SOUTH STERLING RD

WAINO ST

VERA AVE

BONANZA DR

CINDY DR

WYATT ST

CISCO ST

KATTIE AVE.

EMMY DRIVE

MARY JANE WAY

BENGSTON AVE.

BIG AL AVE.

MARY ELLEN ST.

SHIRLEY LN

PORTERFIELD AVE

WANNETA ST

MAYFAIR CT

SAMMONS AVE

STORY LN

MARION DR

AVENIDA VICENTE

VIA CECILIA

BLAIR DRIVE

PRATA ST

CHOATE ST

HALLELUIAH ST

HEHN AVE

MICHAUD CT

HOLDER ST

COOTER ST

CARA LN

DOROTHY ST

SCHWARTZ AVE

OASIS RD

LOBO ST

8" PVC

10" PVC

12" PVC

0 1000

SCALE IN FEET

LEGEND:

EXISTING SERVICE AREAS

8" PVC ENCSD FACILITIES

PVC PROPOSED DISTRIBUTION SYSTEM

AECOM Technical Services, Inc.
5001 E. Commercenter Dr. Suite 100
Bakersfield, California 93309
T 661.325.7253 F 661.395.0359
www.aecom.com

EAST NILES COMMUNITY SERVICES DISTRICT
NORTH WEEDPATCH HWY CONSOLIDATION
AMENDMENT TO ENGINEERING REPORT
SELECTED PROJECT SCHEMATIC

AECOM PROJECT NO. 60595760

FIGURE 3-1

DWG: S:\Self-Help Enterprises\60595760 - N Weedpatch Hwy Consolidation\900_CAD_GIS\910_CAD\60595760 fig 3-1.dwg Layout Name: FIG 3-1 - Plotted by: Ghilarducci, David Date: 2/7/2019 - 3:28 PM
XREFS:
IMAGES:

CO2 Emissions Calculation Worksheet

CO2 Emissions Calculation Worksheet

Estimate - 20 month construction, 22 days/month, 8 hours/day
(assume majority of equipment is 175 Hp)

				Approved Project		Modified Project*	
	No. of Equipment	Emission Factor**	Hp	Hours (2016)	Metric Tons (2016)	Hours (2019)	Metric Tons (2019)
Compressor	1	273.029	175	3,168	151	3,802	182
Crane	1	244.589	175	3,168	136	3,802	163
Tractor/loader/backhoe	6	312.846	175	3,168	1,041	3,802	1,249
Roller	1	318.534	175	176	10	211	12
Paver	1	352.663	175	176	11	211	13
Other Misc.	6	352.662	175	3,168	1,173	3,802	1,408
Cement Mortar Mixers	1	415.232	50	176	4	211	4
Excavator	2	324.222	175	3,168	359	3,802	431
Generator	2	420.92	175	3,168	467	3,802	560
Grader	1	346.974	175	176	11	211	13
Test Pump	1	420.92	175	80	6	N.A.	N.A.
Trencher	1	426.608	175	1,408	105	1,690	126
Water Trucks	2	324.222	175	3,168	359	3,802	431
Drill Rig	1	426.608	175	120	9	N.A.	N.A.
Total CO2 emissions					**3,841**		**4,592**

* The Approved Project includes construction of approximately 55,000 linear feet (LF) of pipeline. The Modified Project includes an additional 10,700 LF of pipeline construction (i.e., an increase of approximately 20%). The pipeline construction hours were thus increased by 20% and all other factors were held constant.

** Source: URBEMIS2007 for Windows User's Guide Appendix I

N.A. Not Applicable. The equipment is for well drilling and pumping facilities. These project components are unchanged in the Modified Project.

Total Kern County Annual Forecasted CO2 Emissions in 2020	**27,272,709**	**27,272,709**

Source: Kern County Communitywide Greenhouse Gas Emission Inventory, 2005 Baseline Year - 2020 Forecast, Final Report May 2012, Table 4 - Countywide Forecasted GHG Emissions Inventory for 2020

Percent of Annual CO2 emissions	**0.0141%**	**0.0168%**

Biological Resources Constraints Analysis (2020)

Biological Resources Constraints Analysis

North Weedpatch Highway

Consolidation Project

Revised January 2020



Prepared for:

East Niles Community Services District
1417 Vale Street
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January 24, 2020

AECOM

Biological Resources Constraints Analysis

North Weedpatch Highway

Consolidation Project

Prepared by Wynter Dawson

Reviewed by Arthur Popp

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1.0 Introduction

The East Niles Community Services District (ENCSD) proposes to construct improvements to the existing groundwater system in the unincorporated community of Weedpatch, California. The North Weedpatch Highway Consolidation Project (Project) includes construction of a new groundwater well and a network of water distribution pipelines in the unincorporated community of Lonsmith, approximately 10 miles southeast of Bakersfield in Kern County, California (Figure 1). The ENCSD contracted AECOM to conduct biological surveys of the Project areas and prepare this Biological Resources Constraints Analysis (BRCA). The purpose of this report is to provide a general description of the existing biological resources within and adjacent to the Project footprint and determine whether any biological constraints exist within or adjacent to the Project, in compliance with the California Environmental Quality Act (CEQA).

1.1 Project Description

The Project includes updates and expansions to an existing water distribution system. The water system improvements will connect to the ENCSD's existing distribution network and will replace existing groundwater wells and pipelines that are currently operated by six private water companies. Four of the six service areas were previously studied, and two service areas were added in 2019.

The ENCSD proposes to construct a new groundwater well consisting of a hydropneumatic tank, 420,000-gallon storage tank, booster pump station, and arsenic treatment facilities. The footprint of these permanent aboveground structures is approximately 6,850 square feet (ft^2). Reverse rotary drilling will be used to drill the groundwater well; standard open cut methods will be used to install the associated facility features. The proposed groundwater well and associated facilities will be constructed on property owned by ENCSD.

The Project also includes the construction of a water distribution network consisting of approximately 12.4 miles of 8- to 12-inch diameter PVC water pipelines. Approximately 10.4 miles were previously studied and approximately two miles were added in 2019. The new water pipelines will be installed at a depth of approximately 3 feet within existing roadway rights-of-way, which consist primarily of developed paved roads and graded road shoulders. Pipeline installation will occur progressively via the open trench method; excavations will measure approximately 24 inches in width and slightly more than 3 feet in depth.

The distribution pipelines cross one water feature, the East Niles Water Canal, which crosses Muller Road approximately 0.30 miles west of the intersection with State Route 184 (SR 184, Weedpatch Highway; Figure 2). Jack and bore drilling will be used to install the pipeline a minimum of 5 feet beneath the invert of the canal; no disturbance of the canal banks or bed is anticipated to occur.

A total of approximately 12,100 cubic yards (cy) of material will be excavated during installation of the groundwater well, associated facilities, and distribution network. Stockpiled materials will be used for backfill; no imported soils will be needed for fill.

A crew of approximately 6 workers will conduct Project activities. Equipment will include the following:

- 1 Excavator
- 1 Loader
- 1 Backhoe
- 1 Water truck
- 2 Work trucks

Construction is anticipated to occur over a period of approximately 18 months.

1.2 Project Location

The Project is located in the vicinity of north SR 184, south of SR 58 (Figure 1). The proposed groundwater well is located along Avenida Vicente between Shirley Lane and Via del Mar. Construction of the water pipelines will occur along roadways east and west of SR 184, and is generally bounded by Redbank Road and Shirly Lane to the north, Vineland Road to the east, Muller Road and Oasis Avenue to the south, and Fairfax Road and South Sterling Road to the west (Figure 2).

1.3 Study Area

The Study Area was defined as the Project footprint, plus an additional 100-foot buffer around all Project components to allow for equipment and vehicle staging (Figure 2). At the proposed groundwater well site, the entire vacant parcel is

included to allow for as- needed equipment staging during the construction phase. The Study Area varies in elevation between 122 and 146 meters(400 to 480 feet) above mean sea level (amsl) and encompasses a total of approximately 317 acres.

2.0 Regulatory Setting

Biological resources including special-status species, sensitive habitats, and wetlands and waterways, are protected by several federal, State, and local laws, statutes, and regulations. The following sections provide a brief overview of the regulations applicable to the resources that occur within or adjacent to the proposed project, and their respective requirements. Permits or other authorizations that would be required under these regulations if impacts have potential to occur are noted where applicable.

2.1 Federal Regulations and Standards

Three federal regulations or standards that protect sensitive biological resources and habitats may apply to biological resources within the Project footprint, including the Federal Endangered Species Act (ESA), Migratory Bird Treaty Act (MBTA), and the Federal Water Pollution Control Act.

2.1.1 Federal Endangered Species Act

Enacted in 1973, the Endangered Species Act (U.S. Code [U.S.C.] Title 16, Chapter 35, Sections 1531-1544) provides for the conservation of threatened and endangered species and their ecosystems. The ESA prohibits the "take" of threatened and endangered species except under certain circumstances and only with authorization from the United States Fish and Wildlife Service (USFWS) through a permit under Section 4(d), 7, or 10(a) of the ESA. Under the ESA, "take" is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect an individual of a listed species, or to attempt to engage in any such conduct. The ESA requires Federal agencies to make a finding on all Federal actions, including approval by an agency of a public or private action, as to the potential to jeopardize the continued existence of any listed species.

Formal consultation under Section 7 of the ESA would be required if the proposed Project has the potential to affect any federally listed species detected within or adjacent to the proposed Project. The species included in the consultation would include: Bakersfield cactus (*Opuntia basilaris* var. *treleasei*), San Joaquin kit fox (*Vulpes macrotis mutica*), Tipton kangaroo rat (*Dipodomys nitratoides nitratoides*), and blunt-nosed leopard lizard (*Gambelia sila*).

2.1.2 Migratory Bird Treaty Act

Congress passed the Migratory Bird Treaty Act (U.S.C. Title 16, Chapter 7, Subchapter II, sections 703-712) in 1918 to prohibit the pursuit, hunting, killing, capture, possession, purchase, barter, or transport of native migratory birds, or any part, nest, or egg of any such bird unless allowed by another regulation adopted in accordance with the MBTA. The USFWS has jurisdiction over migratory birds.

No permits are issued under the MBTA; however, the proposed Project would need to comply with measures to avoid or minimize adverse effects on nesting migratory birds. Avoidance and minimization measures to protect nesting birds are described in Section 5.0.

2.1.3 Federal Water Pollution Control Act (Clean Water Act)

The Federal Water Pollution Control Act was first passed by Congress in 1948. The Act was amended in 1972 and became known as the Clean Water Act (CWA; U.S.C. Title 33, Chapter 26, Subchapters I-VI); further amendments occurred in 1977 and 1987. The CWA establishes the basic structure for regulating discharges of pollutants into the waters of the U.S. It gives the U.S. Environmental Protection Agency (EPA) the authority to implement pollution control programs, including setting wastewater standards for industry and water quality standards for contaminants in surface waters. The CWA makes it unlawful for any person to discharge a pollutant from a point source into navigable waters without a permit under its provisions.

CWA Section 404 permits are issued by the United States Army Corps of Engineers (USACE) for dredge/fill activities within wetlands or non-wetland waters of the U.S. CWA Section 401 certifications are issued by the Regional Water Quality Control Board (RWQCB) for activities requiring a Federal permit or license which may result in discharge of pollutants into waters of the U.S.

Any proposed discharge of dredge or fill materials into Federal jurisdictional waters within or adjacent to the proposed Project would require a Section 404 permit from the USACE and a Section 401 Water Quality Certification from the RWQCB.

2.2 State Regulations and Standards

State regulations and standards governing the protection of the environment, water quality, and special-status species, including the California Environmental Quality Act (CEQA) and the California Endangered Species Act (CESA), may apply to the proposed Project. These regulation and standards are described in the following sections.

2.2.1 California Environmental Quality Act

The California Environmental Quality Act (CEQA; Public Resources Code §§21000-21177 and State CEQA Guidelines, 14 CCR §15000 et seq.) requires that biological resources be considered when assessing the environmental impacts resulting from proposed actions. The CEQA does not specifically define what constitutes an "adverse effect" on a biological resource. Instead, lead agencies are charged with determining what specifically should be considered an impact.

Appendix G of the CEQA Guidelines provides information useful for identifying whether a proposed project has the potential to adversely affect a plant or animal species identified as special-status by local or regional plans, policies or regulations, the California Department of Fish and Wildlife (CDFW), or the USFWS. In addition, impacts to plant and animal species may be considered significant if the species are identified as environmentally sensitive within the State of California and/or Kern County, regardless of formal recognition by the USFWS or the CDFW. Appendix G also recognizes the potential for a project to adversely affect riparian and other sensitive natural communities identified by local or regional plans, policies or regulations, the CDFW, or USFWS, as well as federally-protected wetlands.

2.2.2 California Fish and Game Code

California Fish and Game Code (Code) provides regulations for the taking or possession of birds, mammals, fish, amphibians, and reptiles, as well as regulations applying to natural resources such as wetlands and waters of the State. It includes the CESA (CFGC Sections 2050-2116), which is described in greater detail in Section 2.2.3, as well as provisions for legal hunting and fishing, and tribal agreements for activities involving take of native wildlife. The CDFW defines "take" of a species as to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill.

2.2.3 California Endangered Species Act

The CESA (CFGC Division 3, Chapter 1.5, Sections 2050-2116) generally parallels the main provisions of the Federal ESA and is administered by the CDFW. The CESA prohibits the take of any species listed as threatened or endangered and upon approval from CDFW, only allows for the take of such species incidental to otherwise lawful development projects. Any proposed impact to State-listed species within the Study Area would require a permit per Section 2081 of the CFGC.

Many other wildlife species are considered by CDFW to be California Species of Special Concern and others are on a CDFW Watch List. Species of Special Concern are considered at risk of population declines that may lead to future listing, are restricted in geographic distribution, and/or are declining throughout their geographic range. Additionally, the California Natural Diversity Database (CNDDB) tracks species within California for which there is conservation concern, including many that are not formally listed, and assigns them a CNDDB Rank. Although CDFW Species of Special Concern, Watch List and species tracked by the CNDDB but not formally listed are afforded no official legal protection, they may receive special consideration during the environmental review process. CDFW further classifies some species as Fully Protected, indicating that the species may not be taken or possessed except for scientific purposes, under special permit from CDFW.

A Rare designation applies only to plant species and includes those plants that are not listed as threatened or endangered under CESA, but that could become eligible due to decreasing numbers or further restrictions to habitat.

Any proposed impact to State-listed species within or adjacent to the Proposed Project area would require an Incidental Take Permit (ITP) (Section 2081) under the CESA. It is important to note that the CDFW is unable to issue an ITP for take of any Fully Protected species, such as the blunt-nosed leopard lizard.

2.2.4 Porter-Cologne Water Quality Control Act

The Porter-Cologne Water Quality Control Act (California Water Code, Division 7, Sections 13000-14958.) provides for statewide coordination of water quality regulations. This act established the California State Water Resources Control Board as the statewide authority on water quality and designated nine separate RWQCBs to oversee water quality on a day-to-day basis at the regional/local level. Proposed discharges of waste that would affect State waters (that are not Federal waters) within or adjacent to the Study Area would require a Report of Waste Discharge from RWQCB.

2.3 Local Regulations and Standards

In addition to federal and state regulations, counties and local communities also may have adopted regulations protecting the sensitive biological resources and habitats within their boundaries. The County of Kern (County) has adopted a General Plan, as discussed in the following section, which contains regulations and statues pertaining to sensitive biological resources.

2.3.1 Kern County General Plan

The Land Use, Open Space, and Conservation Element of the Kern County General Plan (County 2009) includes local goals and policies that govern the conservation and protection of biological resources. These goals and policies must be considered by the County during the decision-making process for projects that have the potential to affect biological resources. The Kern County General Plan includes the following policies and implementation measures related to biological resources.

1.10.5 Threatened and Endangered Species

Policy 27. Threatened or endangered plant and wildlife species should be protected in accordance with State and federal laws.

Policy 28. The County should work closely with State and federal agencies to assure that discretionary projects avoid or minimize impacts on fish, wildlife, and botanical resources.

Policy 29. The County will seek cooperative efforts with local, State, and federal agencies to protect listed threatened and endangered plant and wildlife species through the use of conservation plans and other methods promoting management and conservation of habitat lands.

Policy 30. The County will promote public awareness of endangered species laws to help educate property owners and the development community of local, State, and federal programs concerning endangered species conservation issues.

Policy 31. Under the provisions of CEQA, the County, as lead agency, will solicit comments from the CDFW and the USFWS when an environmental document (Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report) is prepared.

Policy 32. Riparian areas will be managed in accordance with the USACE and the CDFW rules and regulations to enhance the drainage, flood control, biological, recreational, and other beneficial uses while acknowledging existing land use patterns.

Implementation Measures

Measure Q. Discretionary projects shall consider effects to biological resources as required by CEQA.

Measure R. Consult and consider the comments from responsible and trustee wildlife agencies when reviewing a discretionary project subject to the California Environmental Quality Act.

Measure S. Pursue the development and implementation of conservation programs with State and federal wildlife agencies for property owners desiring streamlined endangered species mitigation programs.

2.3.2 Metropolitan Bakersfield Habitat Conservation Plan

The Metropolitan Bakersfield Habitat Conservation Plan (HCP). was designed to acquire, preserve, and enhance native habitats which support listed and sensitive plant and wildlife species, while continuing to allow urban development as set forth in the Bakersfield 2010 General Plan. The Study Area occurs within the boundaries of this HCP; as such, the Project

may be required to pay impact fees to support habitat acquisition and management is impacts to covered habitats or species result due to Project-related activities. The Project be required to abide by mitigation measures set forth in the established Incidental Take Permit (ITP) for the Metropolitan Bakersfield HCP.

3.0 Methods

Prior to conducting the field survey, AECOM reviewed the CNDDB (CDFW 2019a) for records of special-status species occurrences in the vicinity of the Project. Parameters for the search included the U.S. Geological Survey (USGS) 7.5-minute quadrangle containing the Project (Lamont) and the eight adjacent 7.5-minute quadrangles. Species occurrences were reviewed within the Arvin, Conner, Edison, Gosford, Lamont, Oildale, Oil Center, Rio Bravo Ranch, and Weed Patch quadrangles.

Additionally, information from USFWS and California Native Plant Society (CNPS) sensitive species occurrence databases was reviewed. Using these database sources, a list of special-status plants and animals that have the potential to occur within the Study Area was compiled. The USFWS Critical Habitat Portal was consulted to determine the extent of any designated critical habitat units in the vicinity of the Project.

3.1 Previous Surveys

AECOM biologist Amber Nichols conducted a reconnaissance-level biological field survey on June 5, 2013 to assess biological resources and potential biological constraints; this survey included the pipeline network northeast of the intersection of Fairfax Avenue and Muller Road. Results of this survey are discussed in *Biological Constraints Analysis for the North Weedpatch Highway Consolidation Project* (AECOM 2013).

Subsequent to the 2013 survey, AECOM biologist Wynter Dawson conducted a follow-up survey on June 10, 2016 to verify field conditions and to survey the new site for the proposed groundwater well and an additional network of pipelines southwest of the Fairfax Avenue-Muller Road intersection. Parallel transects spaced approximately 75 feet apart were walked throughout the proposed groundwater well site, and areas with non-native grassland within the 100-foot Project buffer were surveyed on foot with a focus on identifying special-status species or their sign and assessing the potential for occurrence. Residential/urban portions of the pipeline distribution network were driven, and conditions were verified against the 2013 survey results. Several small through roads, including Lobo Street, Schwartz Avenue, Marion Drive, Holder Street, Cooter Street, and Cara Lane, crossed into private property and could not be surveyed in their entirety; these stretches of pipeline were visually surveyed from the north and south ends to the maximum extent feasible. Results of the 2016 survey were documented in the *Biological Constraints Analysis for the North Weedpatch Highway Consolidation Project* (AECOM 2016).

3.2 2019 Survey Methodology

Methodology for the 2019 survey was identical to that employed for the 2016 survey. Ms. Dawson conducted a windshield survey of the areas previously surveyed and mapped in 2016 to verify land covers, vegetation communities, and general habitat quality that was previously documented. New project areas dominated by urban/residential land uses were also surveyed by vehicle. Meandering transects were walked throughout the proposed groundwater well site as well as new project areas dominated by vegetated habitats including non-native grasses. As in previous surveys, project areas occurring on private property with limited access were viewed from the property boundaries to the maximum extent feasible.

During the biological survey, the Study Area was surveyed for the presence of sensitive habitats, special-status plant and wildlife species, and potentially suitable habitat for special-status species. Plant species were identified to the extent feasible; due to the timing of the survey, however, many annual and perennial herbaceous species were no longer identifiable. Wildlife species observed were recorded.

Additionally, land cover types and vegetation communities within the Study Area were mapped. Land cover types were defined by their primary use; vegetation communities were defined by the dominant species present, following methodology provided in *A Manual of California Vegetation,* Second Edition (Sawyer *et. al* 2009).

Survey findings specific to each of the potentially occurring sensitive species are discussed in Section 4.4 below.

4.0 Survey Results

The following sections describe the results of the literature review and 2019 field survey.

4.1 Literature Review

A review of the CNDDB identified records for 59 special-status plant and wildlife species within the 9-quadrangle search radius, including 28 plants, seven invertebrates, two amphibians, six reptiles, seven birds, and nine mammals (CDFW 2019a) (Figures 4a, 4b, and 5). Records for three sensitive habitats, including Great Valley cottonwood riparian forest, stabilized interior dunes, and valley saltbrush scrub, also were identified. Appendix C includes an analysis of each species' potential to occur within the Study Area based on habitat requirements and range. Due to the large search area, species with mountains or wetland habitat requirements were disregarded from further analysis due to an absence of such habitats within the Project vicinity.

No designated critical habitats occur within 15 miles of the Project (USFWS 2019a).

4.1.1 Soils

The soils within the Study Area are primarily moderately alkaline, sandy loam soils formed in stream alluvium derived dominantly from granitic rock (USDA-NRCS 2019). Five soil series occur throughout the Study Area and are briefly summarized below.

Calflax Series

Calflax series clay loams occur in the westernmost portion of the proposed pipeline distribution system. These soils are characterized as very deep, moderately well-drained soils formed in alluvium derived from calcareous sedimentary rock. They occur on fan skirts and exhibit low runoff and moderately slow permeability. Calflax series soils occur in the southern part of the San Joaquin Valley, where they support cultivated and irrigated crops including cotton, seed alfalfa, sugar beets, and wheat, or are used for home development. Native vegetation generally consists of annual grasses, forbs, and saltbush (*Atriplex* sp.*)* scrub. With the Study Area, Calflax series soils occur on slopes of 0 to 2 percent. Calflex series soils are classified as fine-loamy, mixed, superactive, thermic sodic haplocambids (USDA-NRCS 2016).

Delano Series

Delano series sandy loams and sandy clay loams occur throughout most of the northeast portion of the proposed pipeline distribution network. These soils are characterized as very deep, well-drained soils formed in alluvium derived from weathered grainoid rock. They occur on alluvial fans and plains, stream terraces, and fan remnants, and exhibit medium to slow runoff and moderately slow permeability. Delano series soils occur mainly in the southeastern portion of the San Joaquin Valley, California, where they are mainly used for agricultural purposes including growing citrus, fruits, nuts, and row crops; native vegetation typically consists of annual grasses and forbs. Within the Study Area, Delano series soils occur on slopes from 0 to 2 percent. Delano series soils are classified as fine-loamy, mixed, superactive, thermic xeric haplargids (USDA-NRCS 2016).

Hesperia

Herperia series sandy loams occur in a small portion of Kate Avenue in the northeastern portion of the Project. These soils are characterized as very deep, well-drained soils formed in alluvium derived from granite and related rocks. They occur on long, smooth alluvial fans and valley fill and exhibit negligible to low runoff and moderately rapid permeability. Hesperia series soils occur mainly in the lower San Joaquin Valley and the high desert of southern California and adjoining areas of the Southwest, and are primarily used to support desert range and for production of irrigated orchards, row crops, field crops, grain, hay, pasture, and grapes. Native vegetation consists of creosote bush scrub in the high desert, and sparse annuals in the valley. Within the Study Area, Hesperia series soils occur on slopes from 0 to 2 percent. Hesperia series soils are classified as coarse-loamy, mixed, superactive, nonacid, thermic xeric torriothents (USDA-NRCS 2016).

Panoche Series

Panoche series clay loams occur in a large central portion of the western half of the Project. These soils are characterized as very deep, well-drained soils that formed in loamy calcareous alluvium from sedimentary rock. They occur on alluvial fans and floodplains and exhibit negligible to medium runoff and moderate permeability. Panoche series soils are extensive through the southern part of the San Joaquin Valley, where they support irrigated crops including almonds, alfalfa, barley, cotton, and sugar beets. Dryland areas may also be

used as range following seasonal rains. Within the Project footprint, Panoche series soils occur on slopes from 0 to 2 percent. Panoche series soils are classified as fine-loamy, mixed, superactive, thermic typic haplocambids (USDA-NRCS 2016).

Wasco Series

Wasco series sand loams occur throughout the central portion of the Study Area, including at the proposed groundwater well site. These soils are characterized as very deep, well-drained soils that form in mixed alluvium derived mainly from igneous and/or sedimentary rock. They occur on recent alluvial fans and floodplains and exhibit negligible to very low runoff and moderately rapid permeability. Wasco series soils are extensive through the southern part of the San Joaquin Valley and, to a lesser extent, the Mojave Desert. They primarily support field crops, forage, and row crops, but also may be used for grazing, wildlife habitat, recreation, and home sites. Native vegetation generally consists of saltbush scrub, and annual grasses and forbs. Wasco series soils are classified as coarse-loamy, mixed, superactive, nonacid, thermic typic torriorthents (USDA-NRCS 2016).

4.2 Land Cover Types and Vegetation Communities

Five land cover types and vegetation communities, including four anthropogenic land cover types and one naturalized vegetation community, occur within the Study Area. Anthropogenic land covers include agricultural, residential/urban, ruderal/previously disturbed, and water features. Non-native grassland is the only vegetation community that occurs within or adjacent to the Project footprint. Figures 3a through 3d illustrate the land cover types and vegetation communities throughout the Study Area. The land covers and communities are described in more detail below.

Agricultural

Agricultural land use is common in the Project vicinity and occurs adjacent to Project components in several locations, most prominently along Muller Road, Fairfax Road, and Vineland Road. Agricultural areas include citrus orchards, grain fields, and vineyards, as well as active and fallow row crop fields, and the associated access roads. These areas encompass approximately 36.60 acres of the Study Area.

Vegetation within agricultural areas is generally limited to either commercially grown crops or limited ruderal species that are typically concentrated on the edges of roads and fields. Ruderal species observed included Russian thistle (*Salsola tragus*), puncture vine (*Tribulus terrestris*), black mustard (*Brassica nigra*), hairy crabgrass (*Digitaria sanguinalis*), and jimsonweed (*Datura stramonium*). The California Invasive Plant Council (Cal-IPC) considers Russian thistle, black mustard and puncture vine invasive species.

Small mammal burrows were observed at low density along the edges of some agricultural areas; the majority of these appeared to be of Botta's pocket gopher (*Thomomys bottae*), but some California ground squirrel (*Otospermophilus beecheyi*) burrows were present. Other incidental wildlife observations included common raven (*Corvus corax*), California scrub jay (*Aphelocoma californica*), and red-tailed hawk (*Buteo jamaicensis*).

Residential/Urban

Residential and urban development areas are the dominant land cover type throughout the Project footprint, encompassing approximately 259.56 acres of the Study Area. These areas include residential, single-family homes, schools, businesses, and other commercial properties, as well as paved roadways and rights-of-way, and an existing railroad track. Residential areas generally consist of neighborhoods of single-family homes on relatively small parcels, or single-family homes on larger lots with adjacent livestock yards or pastures, empty or unused pasture areas, and small, non-commercial fruit tree stands or vineyards. Residential and urban areas include the entire proposed water pipeline distribution network.

Vegetation is highly variable in residential areas, with most species being non-native ornamentals. Trees are more abundant in residential and urban areas than in other land cover types, except for commercial orchards. Eucalyptus (*Eucalyptus* spp.), including blue gum eucalyptus (*Eucalyptus globulus*) and other species, are common singly and as visual screens and wind breaks at the edges of neighborhoods, as well as along property lines. Other native and non-native ornamental tree species, such as fan palms (*Washingtonia* spp.), Peruvian pepper tree (*Schinus molle*), and oleander (*Nerium oleander*), are common. Blue gum eucalyptus and pepper tree are considered invasive species by the Cal-IPC.

Most of these areas, however, are bare ground or maintained lawns. Limited ruderal vegetation occurs in these areas, particularly along roadway shoulders, and is consistent in species composition to that found on the edge of agricultural parcels. At the time of the survey, puncture vine, hairy crabgrass, and Russian thistle were the most common species observed, although seasonally dead non-native grasses also were present.

Domestic animals, including livestock species, are common in residential areas. Incidental wildlife observations included small mammal burrows of both pocket gopher and ground squirrels, and several urban-adapted bird species such as American crow (*Corvus brachyrhynchos),* rock dove (*Columba livia*), mourning dove (*Zenaida macroura*), and house finch (*Haemorhous mexicanus)*.

Ruderal/Previously Disturbed

Ruderal and previously disturbed areas within the Study Area include undeveloped residential or commercial lots, and the vacant lot at the proposed groundwater well site. Ruderal and previously disturbed areas encompass approximately 8.02 acres of the Study Area.

These areas tend to be sparsely to moderately vegetated, and are typically dominated by non-native plant species, including silver leaved horsenettle (*Solanum elaeagnifolium*), chenopods (*Chenopodium* sp.), Russian thistle, black mustard, hairy crabgrass, and puncture vine. Seasonally senescent non-native grasses also were present, although most were not identifiable to species.

Non-Native Grassland

Non-native grasslands are not defined in *A Manual of California Vegetation,* but are characterized by the dominance of non-native grasses in the herbaceous layer. Non-native grasslands occur primarily along Redbank Road and Vineland Road in the northeast portion of the Project, with an isolated area on Muller Road; these areas may support livestock grazing, or are undeveloped parcels of land, and are generally surrounded by agricultural or residential properties. Non-native grasslands encompass approximately 12.7 acres of the Study Area.

Dominant species present may include red brome (*Bromus madritensis*), ripgut brome (*Bromus diandrus*), Mediterranean barley (*Hordeum marinum*), hare barley (*H. murinum*), and slender wild oat (*Avena barbata*). Other herbaceous species present at low cover may include native hairy leaved sunflower (*Helianthus annuus*) and non-native jimsonweed, black mustard, and Russian thistle.

Water Features

Two water features occur in the vicinity of the Project. The East Side Water Canal runs roughly north-south through the Study Area and crosses the proposed pipeline distribution network at one point along Muller Road approximately 0.3 miles west of SR 184 (Figure 2 and 3d). The other feature is a small agricultural pond that occurs at the northeast corner of the Study Area (Figure 3d).

The East Side Water Canal is an approximately 30-foot wide irrigation canal with dirt and gravel banks. At Muller Road, the canal lacks emergent vegetation and its banks are very sparsely vegetated with ruderal species. On the north side of Muller Road, the canal is flanked by a dirt roadway and active agricultural fields to the east, and a dirt roadway and residential property to the west. On the south side of Muller Road, the canal is flanked by dirt roadways and active agricultural fields on both sides.

A small agricultural retention pond occurs at the northeast corner of Redbank Road and Vineland Road, at the edge of the 100-foot buffer. The pond is positioned at the southwest corner of an orchard and is presumably part of the orchard irrigation system. The pond is maintained free of emergent and bank vegetation and is bound on all sides by dirt access roads. Because this feature occurs mostly outside the Study Area and its habitat value appears to be minimal due to the lack of vegetation and presence of debris within the pond, it will not be discussed further herein.

4.3 Work Areas

The proposed Project consists of two primary components: the groundwater well and associated facilities, and the distribution pipeline system. The habitats present along these features are discussed further in the following sections.

4.3.1 Proposed Well Site

The proposed groundwater well and associated facilities will be constructed on a vacant parcel located in a developed

residential neighborhood (Figure 3b). The parcel is located immediately east of Shirley Lane Elementary School and is bounded by paved roadways to the south and east, and a concrete brick wall to the north. Vegetation is sparse, consisting primarily of silver leaved horsenettle and Russian thistle; puncture vine and hairy crabgrass also occur at low cover. A limited number of California ground squirrel burrows occur in the vicinity, particularly around and under the existing bounding sidewalk.

4.3.2 Proposed Distribution Pipeline

The proposed distribution pipeline is generally limited to existing paved and dirt roadways and the associated shoulders (Figure Set 3). These areas are primarily unvegetated, although ruderal vegetation consisting of Russian thistle, black mustard, hairy crabgrass, and hairy leaved sunflower may occur. In a few instances, the distribution lines follow property lines or cross through residential areas; there stretches are uncommon, however. All areas that may be subject to direct impacts from construction of distribution lines have been previously disturbed or developed.

The associated 100-foot buffer along the distribution pipeline consists of active agricultural fields and orchards, residential/urban development, ruderal/ previously disturbed parcels, non-native grasslands, or water features. As discussed, these areas vary widely in the percent and type of vegetation cover, with bare areas being abundant. Where vegetation does occur, non-native ruderal species are generally dominant.

4.4 Listed and Special-Status Species Potentially Present in the Project Area

For the purposes of this BRCA, sensitive and special-status species are defined as species that are included on one or more of the following lists:

- Plant and wildlife species that are listed as threatened or endangered, or are candidates for listing as threatened or endangered, under the Federal ESA.
- Plant and wildlife species that are listed as threatened or endangered or are candidates for listing as threatened or endangered, under the CESA.
- Plant species designated by CDFW as Rare.
- Wildlife species designated by CDFW as Fully Protected, Species of Special Concern, Watch List, or species tracked by the CNDDB.
- Plants listed by the California Native Plant Society (CNPS). The CNPS inventory is sanctioned by the CDFW and serves as the list of candidate plant species for state listing. CNPS-listed species with a California Rare Plant Rank (RPR) of 1B and 2 are considered eligible for state listing as endangered or threatened.
- Bird species listed as protected by the MBTA or listed as Birds of Conservation Concern (BCC) by the USFWS.

Special-status plant and wildlife species that have potential to occur within the Study Area, based on CNDDB records, are listed in Table C-1 (Appendix C) and are discussed below. Species for which only extirpated records were present were excluded from the analysis. Species in Table C-1 that were determined to have very low or no potential to occur within the Study Area due to a lack of suitable habitat or other natural history requirements are included in Table C-1, but are not discussed further in this report.

A total of eight special-status plant and wildlife species were determined to have potential to occur within the Study Area, including two plant species, one reptile, two birds, and three mammals. The following sections discuss the life history characteristics of these species.

4.4.1 Bakersfield Cactus

Bakersfield cactus (*Opuntia basilaris* var. *treleasei*) is a federally-endangered, state-endangered, and CRPR 1B.1 species in the cactus family, Cactaceae (CDFW 2019b). Bakersfield cactus is endemic to Kern County, and its current distribution is limited to the southeast San Joaquin Valley and southern Sierra Nevada foothills within Kern County. This species blooms from April to May, and is typically found within chenopod scrub, cismontane woodland, and valley and foothill grasslands (CNPS 2019; USFWS 1998). Bakersfield cactus is found in sandy or gravelly soils at elevations between 120 and 1,140 meters (CNPS 2019).

There are no presumed extant CNDDB records for Bakersfield cactus within 1 mile of the Study Area. The nearest known presumed extant occurrence is located approximately 2.82 miles north of the Study Area (Figure 5) (CDFW 2019a).

Annual non-native grasslands within Study Area represent potentially suitable, but low-quality habitat for the Bakersfield cactus. Most of these areas are likely subject to some form of disturbance, such as tilling, grazing, or ORV use, which reduce habitat quality for Bakersfield cactus by preventing the establishment of young cactus and damaging any mature cactus that could be present. During the reconnaissance-level survey, no Bakersfield cacti or other species of *Opuntia* were observed within the Study Area. There are no known occurrences of this species within the Study Area.

4.4.2 San Joaquin Woollythreads

San Joaquin woollythreads (*Lembertia congdonii*) is a federally-endangered and CRPR 1B.2 annual herb species in the aster family, Asteraceae (CDFW 2019b). The species is endemic to California, and exists in four metapopulations and several smaller, isolated populations, including one metapopulation near Lost Hills in Kern County (USFWS 1998). It is threatened by agricultural conversion, urban development, grazing, trampling, and vehicles (CNPS 2019). San Joaquin woollythreads bloom between February and May, and typically occur in non-native grassland or chenopod scrub habitats with sandy soils (Jepson 2019, CNPS 2019). Plant species that often occur with San Joaquin woollythreads include non-native and invasive red brome, red-stemmed filaree (*Erodium cicutarium*), goldfields (*Lasthenia* spp.), Mediterranean grass (*Schismus* spp.), and fescues (*Festuca* spp.) (USFWS 1998). It may be found at elevations of 90 to 700 meters (Jepson 2019).

There is one CNDDB record for San Joaquin woollythreads within 5 miles of the Study Area; no records occur within 1 mile (Figure 5). The nearest occurrence is a record from 1988, which is located approximately 4.95 miles north of the Study Area (CDFW 2019a).

Non-native grasslands within the Study Area represent potentially suitable habitat for San Joaquin woollythreads. Livestock grazing and ORV recreation may reduce the quality of these areas for San Joaquin woollythreads due to the recurrent disturbance associated with these land uses. No individuals were observed during field surveys, and there are no known occurrences of this species within the Study Area.

4.4.3 Blunt-Nosed Leopard Lizard

Blunt-nosed leopard lizard is federally and state-listed as endangered and listed by the CDFW as Fully Protected (CDFW 2019c). The species is endemic to the San Joaquin Valley of California. The historic distribution of blunt-nosed leopard lizards is unknown, but the species is believed to have occurred in suitable habitats throughout the majority of the San Joaquin Valley and in the foothills of the Sierra Nevada and Coast Ranges. Their current documented range is limited to scattered parcels of undeveloped land on the San Joaquin Valley floor and in the surrounding foothills (USFWS 1998).

Blunt-nosed leopard lizards occur in open, sparsely vegetated areas of low relief in valley sink scrub, alkali sink scrub, valley saltbush scrub, and alkali playa habitats. Blunt-nosed leopard lizards also may occur in non-native grassland and valley needlegrass grasslands where the vegetation is short and sparse (USFWS 2019a, USFWS 2010b). They may utilize small mammal burrows, typically of ground squirrels or kangaroo rats, for shelter and to help regulate their body temperature; in areas with low rodent density, blunt-nosed leopard lizards may dig their own shallow burrows (USFWS 2010b).

Blunt-nosed leopard lizards are active during the day and forage for primarily insect prey; their diets consist primarily of crickets and grasshoppers. Other insects, as well as smaller lizards may be taken (Germano and Williams 1992). Activity is seasonal and heavily dependent on temperatures. Adults are typically active aboveground from the beginning of the breeding season in March or April through June or July; hatchlings may be active through mid-October or November if weather conditions are suitable. Clutches typically consist of 2 to 6 eggs (USFWS 1998). One to three clutches may be laid during a single breeding season; four clutches is rare (Germano and Williams 1992).

There are three CNDDB records of blunt-nosed leopard lizards within 5 miles of the Study Area; no records occur within 1 mile of the Project (Figure 5). The nearest occurrence is from 2006 and was approximately 2.4 miles north of the Study Area (CDFW 2019a). This blunt-nosed leopard lizard occurrence was recorded within disturbed and degraded non-native grassland containing *Bromus* and *Avena* grass species.

Although blunt-nosed leopard lizards are known to occur in some non-native grassland habitats, the grasslands within the

Study Area are not expected to support blunt-nosed leopard lizards due to their relatively small size, the fragmented and isolated distribution of natural habitat in the vicinity, and the historic disturbance of these areas during past agricultural activities. The Study Area is separated from the documented occurrence by several miles of urban development, including one state highway, one railroad track, and numerous paved roads, all of which would block potential migration between the occurrence site and the Study Area. Nonetheless, the Study Area does occur within the range of this species. No blunt-nosed leopard lizards were observed during the field surveys. Given the timing of the survey, however, it is unlikely that adults would be active aboveground if present.

4.4.4 Swainson's Hawk

The Swainson's hawk (*Buteo swainsoni*) is state-listed as threatened and is a Bird of Conservation Concern (CDFW 2019c). Swainson's hawks are uncommon summer residents in the Central Valley and other parts of California, and year-round residents in a small portion of the Sacramento Delta. Historically, the species was abundant in California, but its numbers have declined due in part to destruction of suitable nesting habitat (CDFW 2019d).

Swainson's hawks occur in open habitats, including grassland, oak savannah, prairie, and open pine-oak woodland habitats, as well as in agricultural and cultivated areas with scattered tree stands (Ehrlich *et. al* 1988). Nests are built in stands of a few large trees, or small groves, located near suitable foraging habitat including grasslands, grain or alfalfa fields, or livestock pastures. Breeding generally commences in late March and ends by late August, with a peak from late May through July (CDFW 2019d). One clutch of two or three eggs is laid (Ehrlich *et. al* 1988).

During the breeding season, Swainson's hawks forage for primarily mammalian prey, including ground squirrels, gophers, mice, voles, and rabbits; bats, snakes, lizards, and other birds also may be taken. Outside the breeding season, their diet shifts to include more insect prey, especially crickets, grasshoppers, dragonflies, butterflies, moths, and beetles (Cornell 2019).

There is one CNDDB record of Swainson's hawk within 5 miles of the Study Area, and no records within 1 mile of the Study Area (Figure 5). The nearest occurrence was recorded in 1935 and is located approximately 4.3 miles northeast of the Study Area (CDFW 2019a).

Potentially suitable Swainson's hawk foraging habitat is present in the non-native grassland and agricultural parcels within the Study Area. Suitable breeding habitat may be present within large trees associated with residential properties in the vicinity. Numerous small mammals were observed during the field surveys, which represent potentially suitable prey items. No Swainson's hawks or potential Swainson's hawk nests were observed during the field surveys.

4.4.5 Western Burrowing Owl

The western burrowing owl (*Athene cunicularia*) is a California Species of Special Concern and a Bird of Conservation Concern (CDFW 2019c). Burrowing owls occur year-round in the San Joaquin Valley and southwestern regions of California, and may winter along the coast and in the Coast Ranges (CDFW 2019d). Although this species still inhabits large portions of its historic range, it is negatively impacted by habitat loss due to agricultural and urban development, habitat degradation, and reduction in burrowing mammal populations (Klute *et. al* 2003).

Burrowing owls occur in open, dry grassland and desert habitats, and areas with low vegetation in agricultural fields. Burrowing owls prefer to utilize burrows dug by other species, especially ground squirrels, for nesting, but they may dig their own burrows in soft, friable soils. Pipes and culverts, piles of rock, concrete debris, nest boxes, or other materials may be used for nesting and habitation where burrows are scarce (CDFW 2019d).

Burrowing owls are active at any time of day or night, and typically forage for a variety of invertebrates, including crickets and grasshoppers, beetles, scorpions and centipedes, and earwigs; small rodents such as voles (*Microtus* sp.) and mice, small birds, and lizards also may be taken (Peeters 2007). Breeding occurs from March through August, with a peak in April and May. Clutches average 5 to 6 eggs, and young fledge about 4 weeks after hatching (CDFW 2019d).

There are 12 CNDDB records of burrowing owl within 5 miles of the Study Area; three of those records occur within 1 mile of the Study Area, and one overlaps the Project (Figure 5). This occurrence was recorded in 2007 and is along Sterling Road, south of Muller Road (CDFW 2019a).

The non-native grassland, agricultural parcels, and some of the larger ruderal/previously disturbed areas within the Study Area provide potentially suitable burrowing owl habitat. Numerous small mammal burrows, some potentially large enough for burrowing owls to utilize, were observed within the Study Area in non-native grasslands along the northern side of Redbank Road. Recent records of the species within the Project footprint and in the vicinity support the potential for this species to occur. No burrowing owls or signs of burrowing owls, including pellets, burrows, or tracks, were observed during field surveys.

4.4.6 American Badger

The American badger (*Taxidea taxus*) is a large member of the mustelid family and designated as a California Species of Special Concern (CDFW 2019c). American badgers occur in suitable habitats throughout the majority of California, being absent only in the farthest northern coastal region of the state (CDFW 2019d). They inhabit open spaces in grassland and shrubland habitats, where trees are sparse and dry, and friable soils occur (Eder 2005). Badgers often dig their own dens for shelter, but also may appropriate ground squirrel (*Otospermophilus* spp.) tunnels, and frequently reuse old burrows (CDFW 2019d).

Badgers are carnivores, and their diet is primarily composed of burrowing small mammals, including ground squirrels, pocket gophers (*Thomomys* spp.), and jackrabbits (*Lepus* spp.); bird eggs and young, mice, reptiles, insects, and amphibians, as well as carrion also may be consumed (Eder 2005). Breeding occurs in summer and early fall; one to five, typically four, pups are born in March and April. Young disperse in the fall (Eder 2005).

There are two CNDDB records of American badger within 5 miles of the Study Area; one of these occurrences is located within 1 mile of the Project (Figure 5). The nearest record is from 1900 and occurs approximately 0.3 miles northwest of the Study Area; this is a geographically non-specific record with a 5-mile radius. No other records for American badger are located within 5 miles of the Study Area (CDFW 2019a).

Natural habitat in the vicinity of the Project is highly fragmented by residential and commercial areas, developed roadways, and active agricultural parcels. Although non-native grasslands adjacent to the Project may contain suitable habitat and observations suggests that suitable prey species are present, the low density of prey species, small relative area of these grasslands to other more developed land cover types, and high degree of disturbance in adjacent areas make it unlikely that American badgers utilize these grasslands for denning or habitation. However, these areas may be utilized as movement corridors between more distant suitable habitats. No American badgers or signs of American badgers (dens, evidence of digging or burrowing, tracks, or scat) were observed within the Study Area during field survey.

4.4.7 San Joaquin Kit Fox

The San Joaquin kit fox is federally-listed as endangered and state-listed as threatened (CDFW 2019c). Historically, its distribution included most of the San Joaquin Valley, from southern Kern County north to the Sacramento Delta (USFWS 1998). The current distribution of the San Joaquin kit fox is limited to the remaining natural lands of the San Joaquin Valley floor and the surrounding foothills of the coastal ranges, Sierra Nevada, and Tehachapi Mountains.

San Joaquin kit foxes inhabit annual grasslands and sparsely vegetated shrubby habitats, including alkali sink scrub, and valley saltbush and sink scrub habitats. They also may be found in grazing grasslands, oil fields, urban areas, and adjacent to active agricultural fields. Kit foxes prefer areas with loose-textured soils but may be found on any soil type (Morrell 1972; USFWS 1998).

Kit foxes use complex dens for shelter, protection, temperature regulation, and reproduction. Kit foxes may dig their own dens, modify and use dens constructed by other animals, or utilize man-made structures such as culverts, abandoned pipes, and sump or roadbed banks. Dens typically have multiple entrances and often are located in flat terrain and are commonly located within washes, drainages, and roadside berms. Dens are generally scarce in areas with shallow soils (USFWS 1998).

San Joaquin kit foxes are primarily nocturnal. They prey primarily upon rodents, including kangaroo rats (*Dipodomys* sp.) and pocket mice (*Perognathus* sp.); ground-nesting birds and insects also are taken, and some vegetation, especially grasses, may be ingested (Jameson and Peeters 2004). Mating typically occurs from late December to March; litters of between two and six pups are born between February and late

March. Both parents help care for the pups. Young may disperse from their natal dens in August and September or may remain with their parents for one year to help raise the next litter (USFWS 1998).

There are 17 CNDDB records of San Joaquin kit fox with 5 miles of the Study Area. Of these, three occur within 1 mile of the Study Area (Figure 5). The nearest record is from 1971, and occurs approximately 0.41 miles south of the southwest corner of the Study Area (CDFW 2019a).

The annual non-native grasslands within the Study Area represent potentially suitable habitat for the San Joaquin kit fox and support suitable prey species. San Joaquin kit foxes are known to utilize agricultural and urban areas both permanently and as transitory habitats. No San Joaquin kit foxes or signs of San Joaquin kit foxes (dens, tracks, scats, evidence of predation) were observed during the field surveys.

4.4.8 Tipton Kangaroo Rat

The Tipton kangaroo rat is federally and state-listed as endangered (CDFW 2019c). It is one of three subspecies of the San Joaquin kangaroo rat (*Dipodomys nitratoides*). Historically, Tipton kangaroo rats are thought to have occurred on the floor of the Tulare Basin, from the southern margins of Tulare Lake eastward and southward along the edge of the Valley floor, an area of approximately 687,650 hectares. The current range has been reduced to only about 4 percent of the historic range, and consists of scattered, isolated patches of habitat (USFWS 2010a).

Tipton kangaroo rats inhabit arid areas with level or nearly level terrain with friable soils from fine sands through clay-sized particles, including on alluvial fans and floodplains. Suitable habitats consist of sparse, scattered woody shrubs with a ground cover of annual grasses and forbs; permanent occupancy requires areas not be subject to flooding (USFWS 1998, USFWS 2010a). Potential habitats include valley saltbush scrub and other saltbush scrub habitats, iodine bush shrubland, and interior dune grassland. Burrow systems dug by the kangaroo rats are utilized for shelter (Eder 2005), and are typically less than 10 inches deep (USFWS 2010a).

Tipton kangaroo rats are nocturnal and forage primarily for seeds and grains, but will take small amounts of green, herbaceous material and may supplement their diet with insects (USFWS 1998). Breeding occurs in the winter, and peaks in late March or early April; litters typically consist of two pups, which wean within 24 days (BLM 2016).

There is one CNDDB record of Tipton kangaroo rat within 5 miles of the Study Area (Figure 5). This occurrence was recorded in 1999 and is located approximately 2.5 miles northeast of the Study Area (CDFW 2019c).

High quality Tipton kangaroo rat habitat consisting of sparsely-vegetated scrub communities was not identified within the Study Area; however, there is limited potential for this species to occur in the non-native grasslands within the Study Area. Numerous small mammal burrows were observed within the non-native grasslands of the Study Area; the majority of these were identified as pocket gopher or California ground squirrel burrows. No tail drags or other sign of kangaroo rats were observed within the Study Area during surveys.

5.0 Biological Constraints Analysis and Recommended Mitigation Measures

The purpose of this analysis is to identify sensitive biological resources that may be temporarily or permanently impacted by the proposed Project. For the purposes of this analysis, construction is assumed to be limited to the described Project footprint (Section 1.1), with most impacts occurring in developed properties, existing roadways and road shoulders, and on previously disturbed lands (Figure Set 3).

The following sections discuss the biological constraints that are or may be present within the Study Area, with a focus on the sensitive habitats or special-status species that may be impacted by Project activities. Where there are concerns about impacts on a sensitive biological resource due to Project-related activities, recommended mitigation measures to avoid or reduce these effects are provided.

5.1 Biological Constraints Present or With Potential to Occur

Field surveys of the Study Area did not identify any sensitive habitats within the Project boundaries or associated buffer. No special-status plant or wildlife species, or signs of any such species, were observed within the Study Area. However, several special-status species may have potential to occur

based on the presence of suitable habitats and other life history requirements.

5.1.1 Sensitive Habitats

Habitats within the Study Area and the nearby surroundings are primarily developed or previously disturbed, with smaller areas of non-native grasslands. Sensitive habitats that occur within the Study Area or its vicinity will be avoided by Project-related activities.

There are no wetlands within the vicinity of the Project.

5.1.2 Waterways

One water feature, the Eastside Canal, occurs within the Study Area and will be crossed by the distribution pipeline. The canal is large and unvegetated, and does not provide suitable habitat for special-status plant and wildlife species. Additionally, its banks are regularly maintained by the water district. Direct and indirect impacts to this waterway due to Project-related activities are not anticipated. Boring methods will be used to install the pipeline at least 5 feet beneath the bed of the canal, avoiding all impacts to the canal banks. Applicable Best Management Practices (BMPs) and implementation of sedimentation control devices as required by the County will avoid indirect impacts to the canal.

5.1.3 Sensitive Plant Species

Two sensitive-status plant species, Bakersfield cactus and San Joaquin woollythreads, were identified as having potential to occur within the Project area based on the presence of potentially suitable habitat; however, neither Bakersfield cactus nor San Joaquin woollythreads are expected to occur as the Project is distal to any documented extant populations of these species. Further, Project impacts are expected to be limited to established roadways and road shoulders and developed properties, which do not provide suitable habitat for these species.

Nonetheless, should these or any other special-status plant species occur within the Study Area, direct and indirect impacts to individuals and suitable habitat may result due to Project activities. Direct impacts may include the removal of individuals which occur within the work areas, and the temporary removal of potentially suitable habitat during the construction phase of the Project, where construction occurs adjacent to the non-native grasslands. Indirect impacts may include the accumulation of fugitive dust in adjacent habitats and the potential for increased sedimentation or erosion in edge habitats. These indirect impacts would be temporary in nature; conditions would return to pre-construction levels following completion of the Project. Mitigation measures will further protect these species from impacts.

To avoid direct and indirect impacts to Bakersfield cactus, San Joaquin woollythreads and other special-status plant species, clearance surveys for special-status plant species should be conducted prior to construction in potentially suitable habitats that may support native vegetation.

Recommended Mitigation Measures:

BIO-1. **Pre-Construction Botanical Surveys.** Prior to ground disturbance, a qualified biologist should conduct clearance surveys in potentially suitable habitats that support native vegetation to document the presence of special-status botanical species. Surveys should be conducted within the appropriate blooming season for Bakersfield cactus and San Joaquin woollythreads.

BIO-2. **Special-Status Plants Protection.** If special-status plant species are observed during botanical surveys, a no-disturbance buffer of no less than 5 feet from the edge of the root zone should be established to protect the individuals from direct impacts. If there is potential for Bakersfield cactus to occur, all cacti of the genus *Opuntia* should be identified and avoided to the extent feasible. If listed species are observed, then the appropriate agencies (CDFW, USFWS) should be consulted to determine an approved course of action.

5.1.4 Sensitive Wildlife Species

Special-status wildlife species with the potential to occur within the Study Area include blunt-nosed leopard lizard, Swainson's hawk, western burrowing owl, American badger, San Joaquin kit fox, and Tipton kangaroo rat. Of these, only western burrowing owls have been documented within the Study Area in the past. Additionally, vegetation within the non-native grasslands and previously-disturbed areas, as well as structures associated with the residential/urban areas and trees within active orchards, may provide suitable habitat for nesting birds protected under the MBTA. Ground-nesting species may occur where vegetation is sparse. No nesting birds

were observed during the field surveys, but several native species were observed using the Study Area and may nest in it. Mitigation measures are included for these species, although many are not expected to occur based on a lack of quality, connected, or continuous habitat.

Direct impacts to special-status wildlife species would include potential injury or mortality due to collisions with heavy equipment during construction. Although larger mammal species, such as American badgers and San Joaquin kit fox, as well as adult birds are highly mobile and likely would be able to avoid collisions, small fossorial species, such as Tipton kangaroo rats and blunt-nosed leopard lizards, as well as hatchling birds, eggs, and nests, would be susceptible to injury or mortality if they occur within the Project work areas. Project activities will be limited to established roads and road shoulders and other previously disturbed areas that are not expected to provide suitable habitat for these species. Other direct impacts include the temporary removal of habitat during the construction phase. Again, poor-quality habitat within the work areas minimize this impact.

Indirect impacts to wildlife species due to Project-related activities may include the temporary removal of foraging habitat, increased noise generated during Project activities and increased human presence, as well as a potential increase in fugitive dust. For predator species, indirect impacts also may include shifts in the presence of prey species due to these disturbances. All of these impacts are expected to be temporary and will be minimal as most of the work occurs along existing, active roads and in existing urban neighborhoods where vehicular traffic is common. Individuals living in these areas are likely to be accustomed to some degree of vehicular traffic, noise, and human presence. Mitigation measures will further protect these species from impacts.

Recommended Mitigation Measures:

BIO-3. **Pre-Construction Surveys.** At least 2 weeks prior to the start of construction, a qualified biologist should conduct a comprehensive pre-construction survey for special-status wildlife species within the Project footprint and buffer. If a special-status species is observed, the appropriate agencies should be contacted for consultation and to determine an approved course of action.

BIO-4. **Worker Environmental Awareness Training (WEAT).** Prior to construction, a Worker Environmental Awareness Training (WEAT) should be prepared and presented to all construction personnel at the start of Project-related activities. The training should discuss special-status species with the potential to occur within the Project footprint, including their regulatory status, description, and habitat requirements, and any sensitive habitat areas that may be encountered. The program should emphasize the importance of minimizing disturbance, and describe the federal, state, and local regulations protecting biological resources and the potential penalties for non-compliance with these laws and statutes.

BIO-5. **Biological Monitor**. If special-status wildlife species are detected within the Project area or buffer during pre-construction surveys, a qualified biological monitor should be on-site during all ground-disturbing activities, including vegetation removal. The biological monitor should be the principal agent directing implementation of project mitigation measures, including administering the WEAT, conducting compliance monitoring and pre-construction surveys, and completing necessary reporting.

BIO-6. **Construction Materials**. All construction pipes, culverts and similar structures with a diameter of 4-inches or greater that are stored at the construction site for one or more overnight periods should be thoroughly inspected for wildlife prior to the pipes being moved, buried, capped, or otherwise used. If wildlife is observed, work in the area should stop and the pipe should not be moved; wildlife should be allowed to disperse from the area under its own volition if feasible.

a. If a common wildlife species is observed within a pipe or similar structure, a qualified biologist may capture the animal and relocate it to suitable habitat out of the construction area.

b. If a San Joaquin kit fox is observed within a pipe or similar structure, the USFWS should be notified before any action is taken. If necessary for the safety of the kit fox, under the supervision of a qualified biologist the pipe may be moved only once to remove it from the path of

construction activities, until the kit fox has dispersed from the area of its own volition.

BIO-7. **Wildlife Entrapment Hazards.** Prior to construction, if feasible, exclusionary fencing (silt or construction fencing) should be installed around work areas where sensitive wildlife species have the potential to occur to prevent individuals from entering the work area.

- All trenches or holes more than 18 inches in depth that are to be left open overnight should be either securely covered or have wildlife escape ramps installed during non-work hours to prevent entrapment of common and special-status wildlife species.

BIO-8. **General Site Housekeeping.** The following best management practices should be employed to protect special-status and common native wildlife.

a. All food-related items such as wrappers, cans, bottles, and food scraps should be disposed of in secure trash containers and removed at least once a week from the construction site.

b. No pets should be permitted at the construction site.

c. Use of rodenticides and herbicides should be restricted in Project areas to prevent primary or secondary poisoning of special-status and common wildlife species and the depletion of important prey species. If rodent control is necessary, a zinc phosphide should be employed to reduce the risk of secondary poisoning.

BIO-9. **Blunt-Nosed Leopard Lizard Protection.** Prior to the start of construction, a qualified biologist should conduct a focused reconnaissance survey for blunt-nosed leopard lizard to identify the potential seasonal presence and location of this species within the Project vicinity. If the reconnaissance survey indicates there is potential for seasonal presence of this species within the Project vicinity, specific protective measures should be developed and implemented in consultation with the CDFW and USFWS to identify and avoid and protect blunt-nosed leopard lizards in the Project vicinity. Protocol surveys should follow the methods described in the *Approved Survey Methodology for the Blunt-nosed Leopard Lizard, Revised* (CDFW 2019e).

a. If blunt-nosed leopard lizards are observed during pre-construction surveys within the Project footprint or buffer, the USFWS and CDFW should be consulted to determine an appropriate course of action.

b. If a blunt-nosed leopard lizard is encountered during Project-related work activities, all work in the vicinity that could result in the direct injury, disturbance, or harassment of the individual should immediately cease and the appropriate agencies should be notified and consulted to determine an approved course of action.

BIO-10. **Swainson's Hawk Protection.** No more than 30 days prior to construction, a qualified biologist should conduct surveys of potentially suitable nesting habitats within 1 mile of the Project Area when work is to be conducted within the breeding season (March 1 to October 1) .

a. If active nests are identified, a no-disturbance buffer of no less than 0.25 mile should be established around the nest. The nest should be monitored by a qualified biologist until such time as it has been determined that the nest has either successfully fledged or failed.

BIO-11. **Western Burrowing Owl Protection.** Within one week prior to construction, a qualified biologist should conduct surveys of potentially suitable habitats within the work area and buffer for western burrowing owls, their burrows and sign, following the most recent survey protocol provided in the *Staff Report on Burrowing Owl Mitigation* (CDFW 2012).

a. If occupied, non-breeding burrows are observed, a no-disturbance buffer of no less than 160 feet will be established around the burrow. If a burrow is located within 160 feet of the work area, the CDFW should be consulted with to determine an appropriate course of action.

b. If occupied, breeding burrows are observed, a no-disturbance buffer of no less than 300 feet will be established around the burrow. A qualified biologist will monitor the burrow until it has been determined that the nest has either failed or the young have fledged. If a burrow is

located within 300 feet of the work area, the CDFW should be consulted with to determine an appropriate course of action.

BIO-12. **American Badger Protection**. No more than two (2) weeks prior to construction, a qualified biologist should conduct a survey for active American badger dens in potentially suitable habitats within the Project footprint and buffer.

a. If inactive dens are observed, the biologist should backfill the dens by hand to discourage their reuse.

b. If active non-natal dens are observed, a no-disturbance buffer of not less than 150 feet should be established around the den. If a den is located within 150 feet of the work area, the CDFW should be consulted to determine an appropriate course of action.

c. If active natal dens are observed within the work areas or in the vicinity, a no-disturbance buffer of no less than 300 feet should be established around the den. The qualified biologist should monitor the den to determine when the young have dispersed and the den has been vacated, at which point the den may be backfilled by hand to prevent re-use.

BIO-13. **San Joaquin Kit Fox Protection.** No more than two (2) weeks prior to the start of construction, a qualified biologist should conduct surveys of the work area and buffer for signs of San Joaquin kit fox. Any suitable denning locations should be investigated for use; observation of any active dens should result in consultation with the USFWS and CDFW. Surveys should be conducted following the most recent San Joaquin kit fox survey protocol provided in *San Joaquin Kit Fox Survey Protocol for the Northern Range,* established by the USFWS (1999).

San Joaquin kit fox protective measures should follow the recommendations set forth in the *Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance* (USFWS 2011). In accordance with those recommendations, the following measures should be implemented.

a. If potential or known dens are identified during the pre-construction surveys, suitable no-disturbance buffers should be implemented around the dens. No-disturbance zones should be maintained throughout all construction activities and other Project-related activities that have potential to cause disturbance to the kit foxes. Only essential vehicle operation on existing roads and foot traffic should be permitted within the no-disturbance buffer. Upon completion of potentially disturbing activities, all fencing and field markers should be removed.

i. If a potential or atypical den is observed, a no-disturbance buffer of at least 50 feet in radius should be implemented. The no-disturbance buffer for potential or atypical dens should employ placement of 4 to 5 flagged stakes at a distance of no less than 50 feet from the den entrance.

ii. If a known den is observed, a no-disturbance buffer of at least 100 feet in radius should be implemented. No-disturbance buffers for known dens should be demarcated by fencing that encircles the den at the appropriate distance and does not hinder kit fox access to the den site. Suitable fencing materials may include the following: untreated wood particle board, silt fencing, orange construction fencing, or other fencing as approved by the USFWS. All fencing must include openings for kit fox ingress and egress.

iii. If an occupied or unoccupied natal/ pupping den is observed, the USFWS and CDFW will be notified to determine suitable protective measures.

b. If active San Joaquin kit fox dens are observed within the work area or buffer during construction activities, all work should immediately stop and the USFWS and CDFW should be notified. Protective measures for the den should follow those described in BIO-13(a).

c. Disturbance to San Joaquin kit fox dens should be avoided to the extent feasible. If avoidance of the den is not possible, the den may be excavated by hand and backfilled to prevent re-use. The USFWS and CDFW should be contacted prior to the excavation of any potential or known kit fox den; take authorization may be required.

    i. Prior to excavation, the den should be monitored for a minimum of three (3) days using a tracking medium or infra-red beam camera to ensure the den is vacant. If the den is known to be vacant, the den should be fully excavated, backfilled with native soil and compacted to ensure kit foxes cannot re-enter the den during construction activities.

    ii. Natal/pupping dens should not be disturbed or destroyed; such action requires take authorization from the USFWS and CDFW. Destruction may be authorized only after the pups and adults have naturally dispersed from the den and only after agency consultation.

d. If a San Joaquin kit fox is encountered during Project activities, all work that could result in a direct injury, disturbance, or harassment should immediately cease and the designated biologist should be notified.

e. If a San Joaquin kit fox is inadvertently entrapped, killed, or injured during Project-related activities, the CDFW and USFWS should be notified by phone immediately.

f. In addition to the immediate notification described in (e), if a San Joaquin kit fox is inadvertently injured or killed during Project-related activities, the CDFW and USFWS should be notified in writing within three (3) working days of the incident. The notification should include the date, time, and location of the incident or finding, and any other pertinent information.

BIO-14. **Tipton Kangaroo Rat Protection.** No more than two (2) weeks prior to construction, a qualified biologist should conduct surveys within the Project footprint and buffer to identify potential kangaroo rat burrows. Where potential burrows are identified, a live-trap survey should be conducted following the methods provided in the USFWS-approved *Survey Protocol for Determining Presence of San Joaquin Kangaroo Rats (*2013). If any Tipton kangaroo rats are identified during surveys, consultation with the USFWS and CDFW should be conducted to determine an approved course of action.

a. If any Tipton kangaroo rats are observed during work activities, all work in the vicinity should immediately stop and the appropriate agencies (CDFW, USFWS) should be contacted for consultation. If uninvestigated kangaroo rat burrows are observed during construction, work in the vicinity should stop and appropriate live-trap surveys should be conducted to confirm the species.

BIO-15. **Nesting Birds Protection.** When construction activities will occur during the migratory bird breeding season (February 1 through August 31), a qualified biologist should conduct a nesting bird survey of the Project footprint and a minimum of a 300-foot adjacent buffer no more than 1 week prior to the start of construction or vegetation clearing activities.

a. If any active nests are identified within the Project footprint or buffer, a no-disturbance buffer should be established, measuring no less than 300 feet for nesting raptors, and 150 feet for all other species. A qualified biologist should monitor the nest for progress, until such time as the nest has been determined to have failed or successfully fledged.

b. All vegetation clearing activities required by the Project should be conducted outside the breeding bird season to the extent feasible. Where vegetation clearing must be conducted within the breeding bird season, these activities should be preceded by a nesting bird survey conducted by a qualified biologist no more than one (1) week prior to the start of vegetation clearing. Vegetation clearing activities within suitable nesting bird habitat also should be monitored by a qualified biologist.

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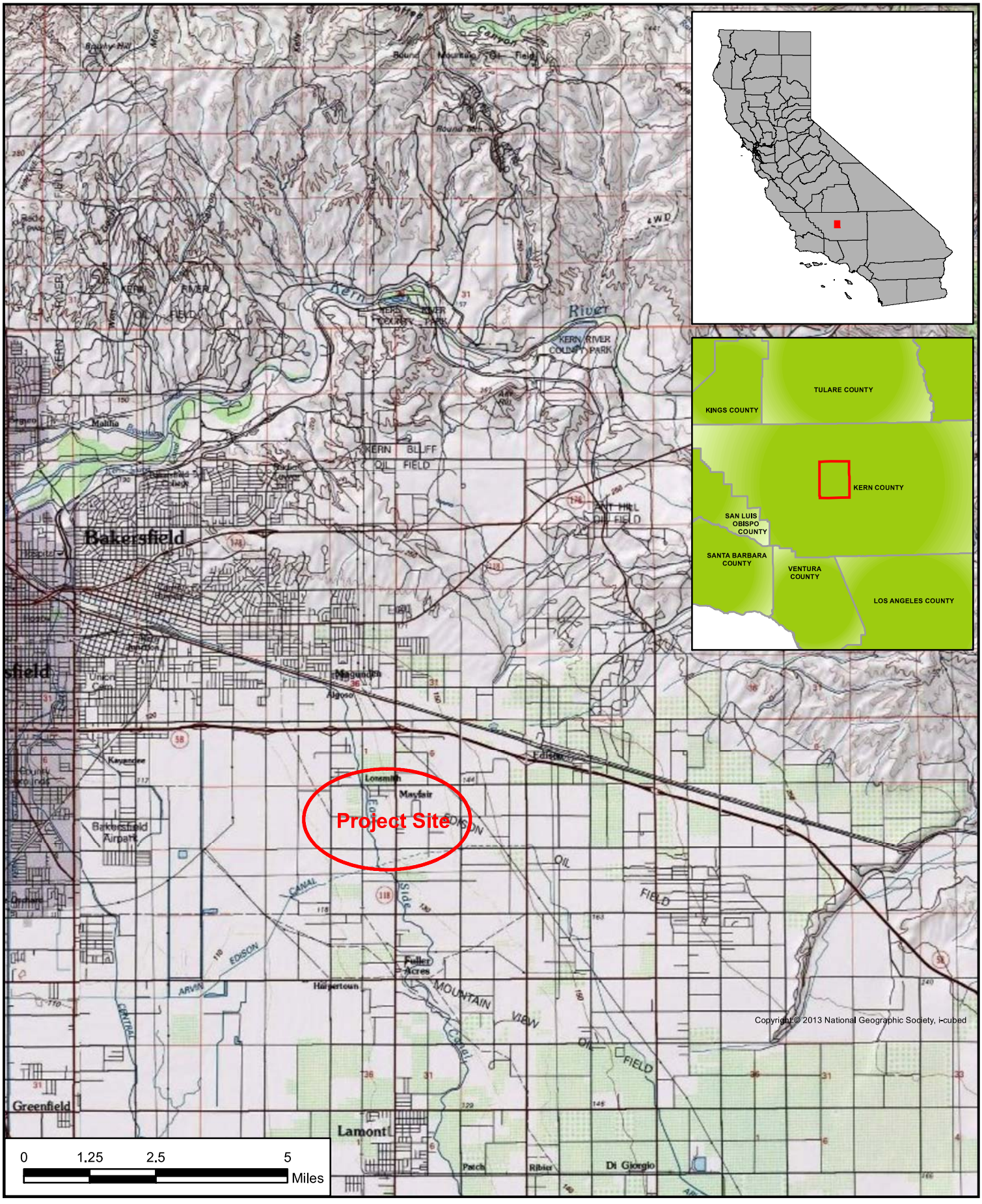
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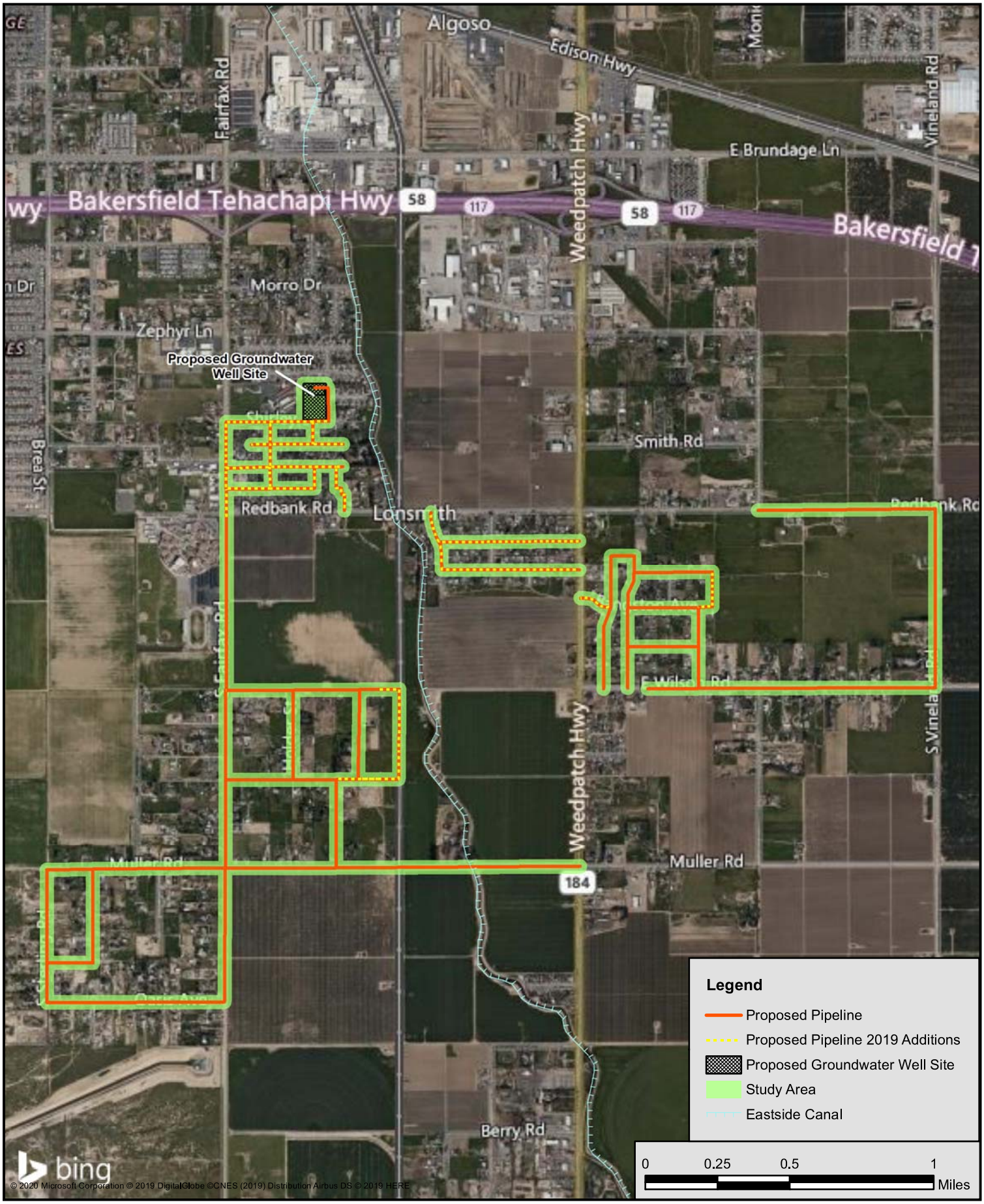
EAST NILES CSD
NORTH WEEDPATCH HIGHWAY
CONSOLIDATION PROJECT

Project Location
Figure 1

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DATE: 10/10/2019 | DWRN: W. Dawson | Rev: 0

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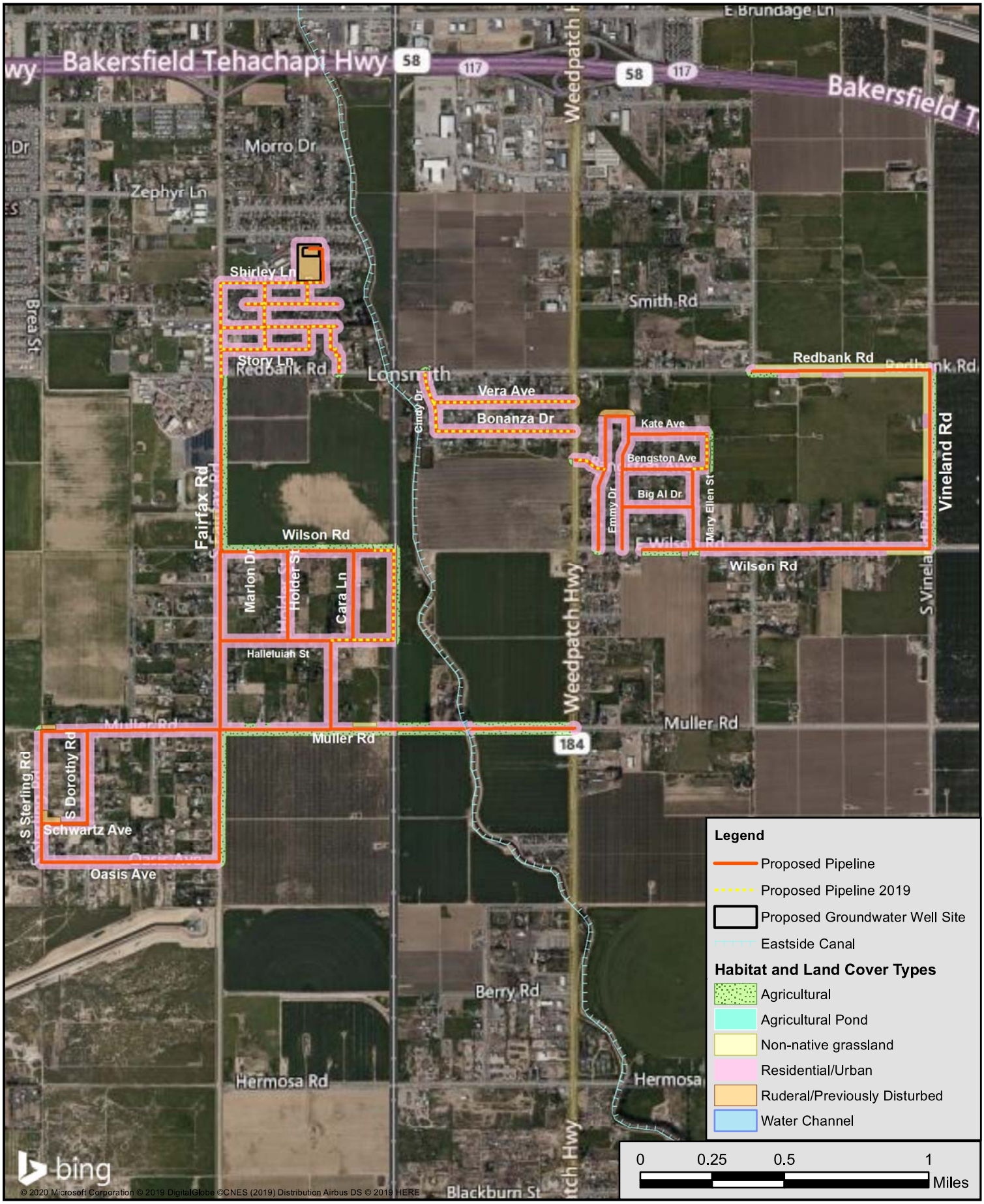
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EAST NILES CSD
NORTH WEEDPATCH HIGHWAY
CONSOLIDATION PROJECT

Project Site and Study Area
Figure 2

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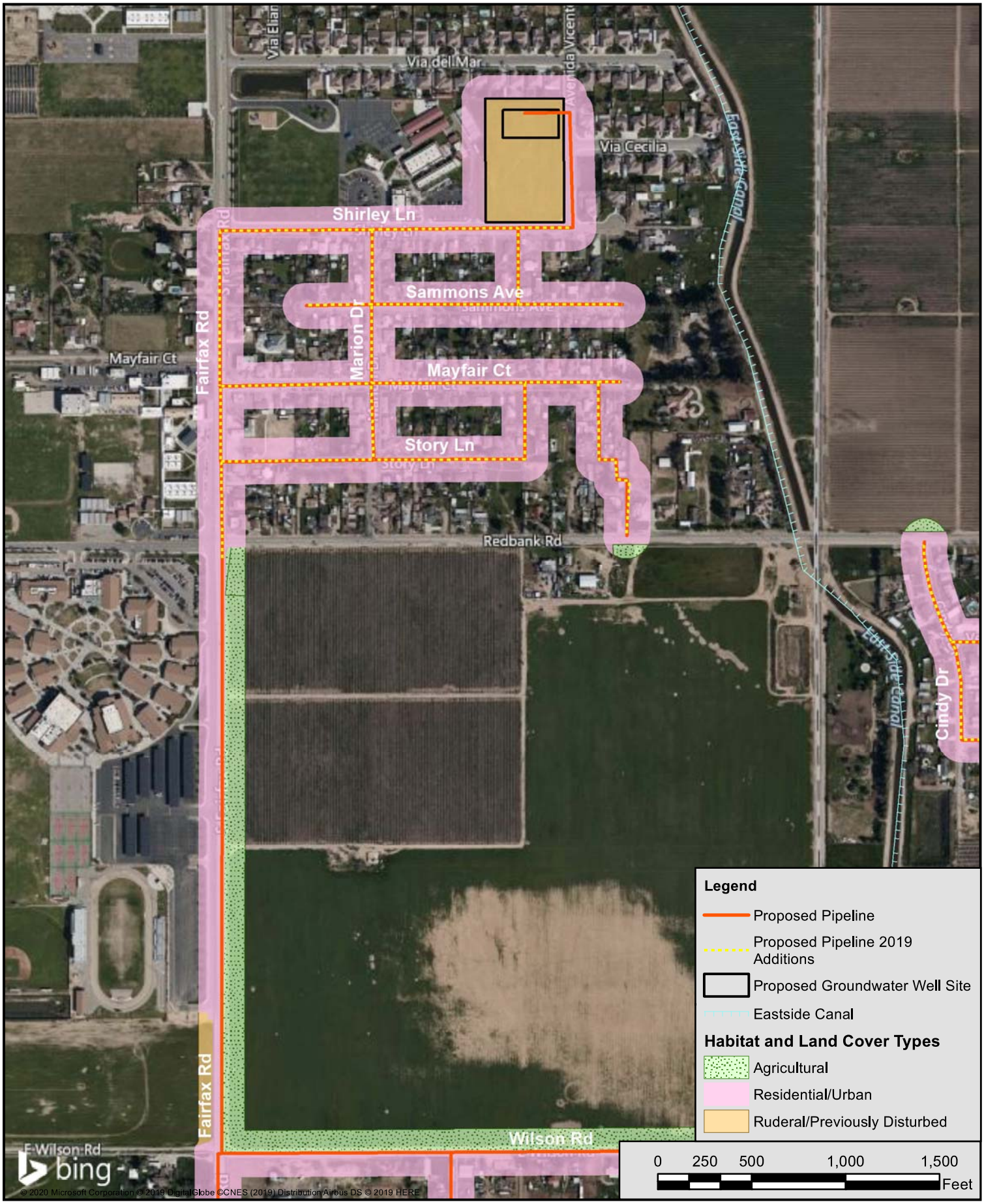
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EAST NILES CSD
NORTH WEEDPATCH HIGHWAY
CONSOLIDATION PROJECT

Habitat and Land Cover Types Study Area
Figure 3a

N



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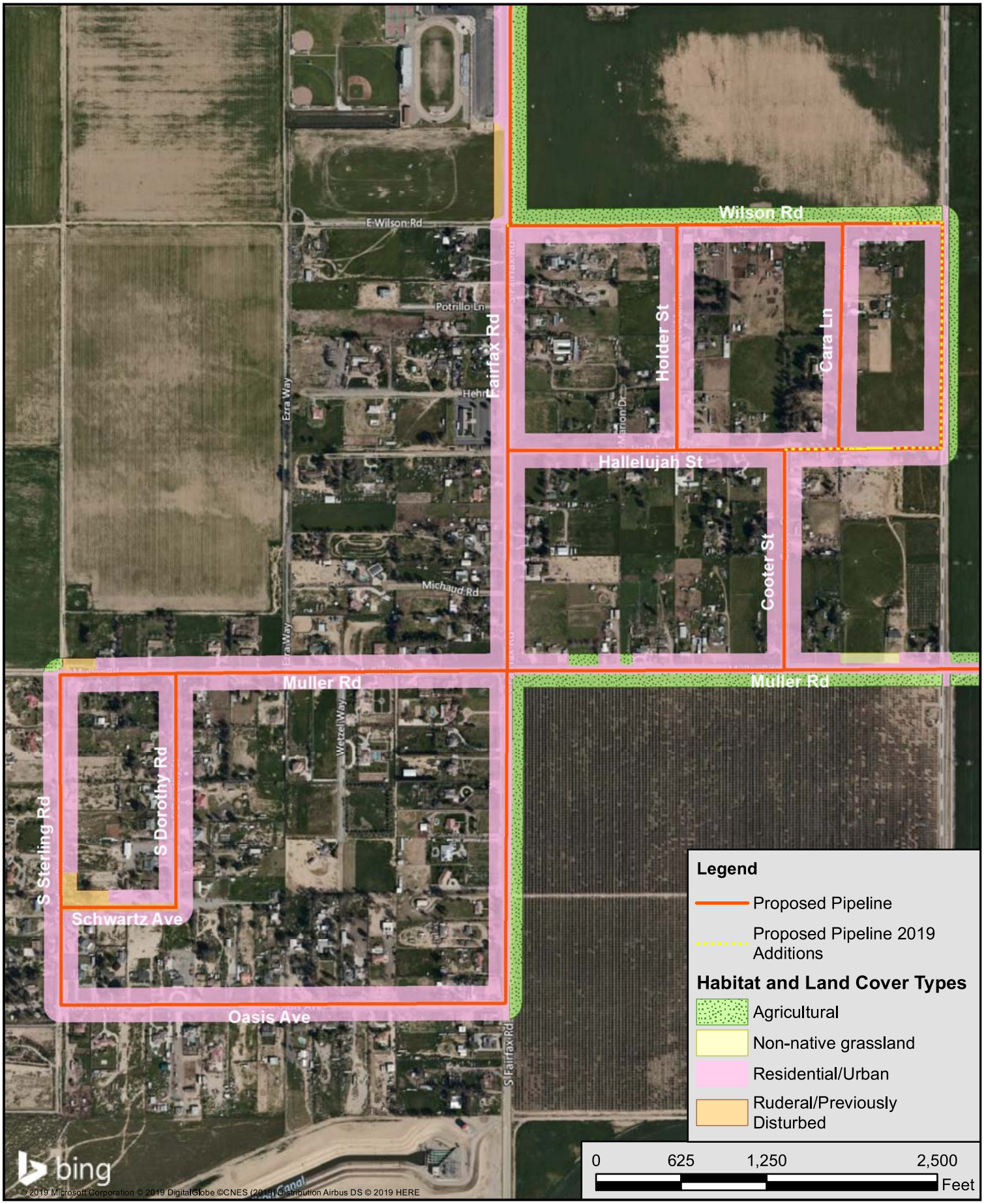
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EAST NILES CSD
NORTH WEEDPATCH HIGHWAY
CONSOLIDATION PROJECT

Habitat and Land Cover Types
North Study Area
Figure 3b

N



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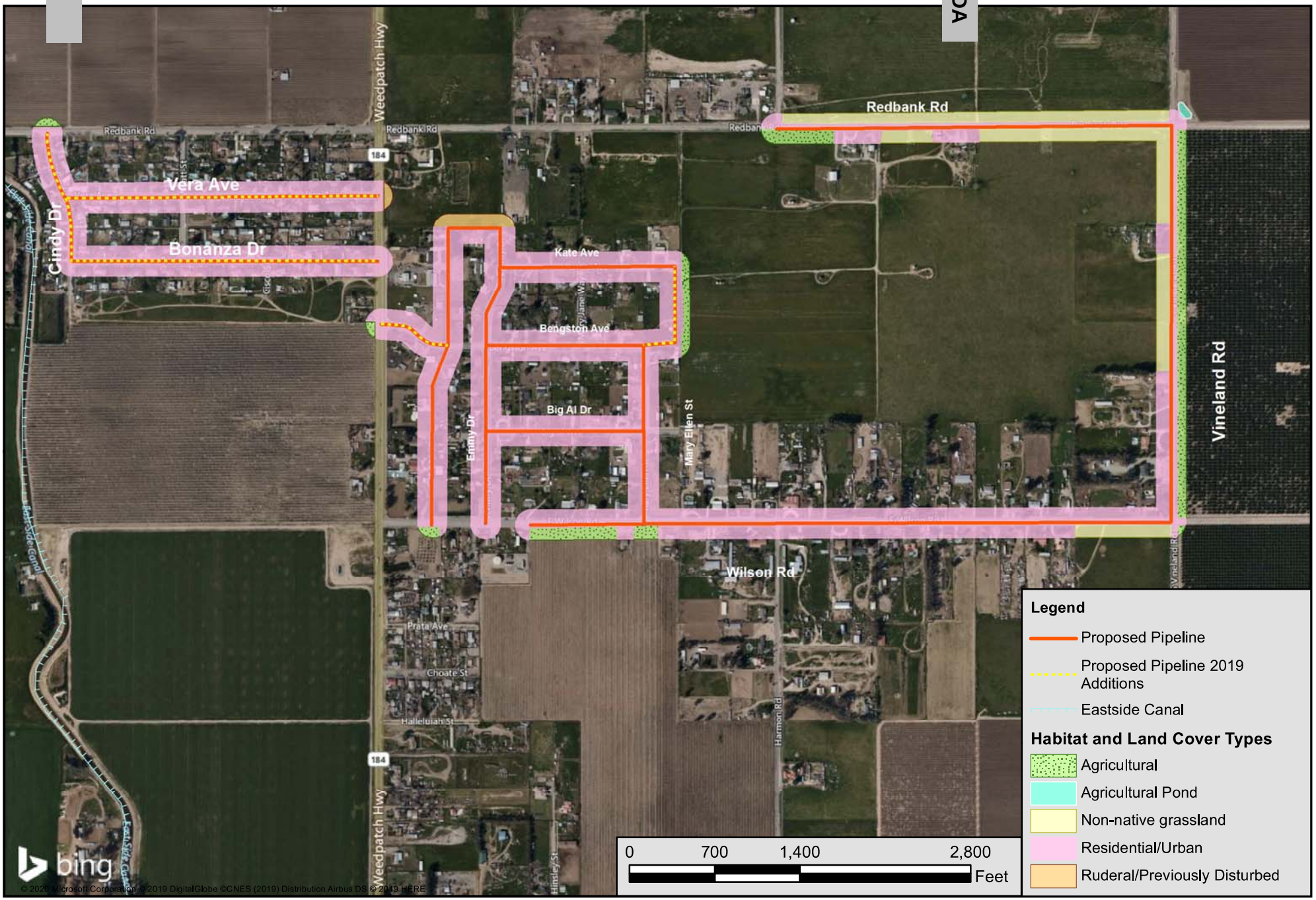
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EAST NILES CSD
NORTH WEEDPATCH HIGHWAY
CONSOLIDATION PROJECT

Habitat and Land Cover Types
South Study Area
Figure 3c

N



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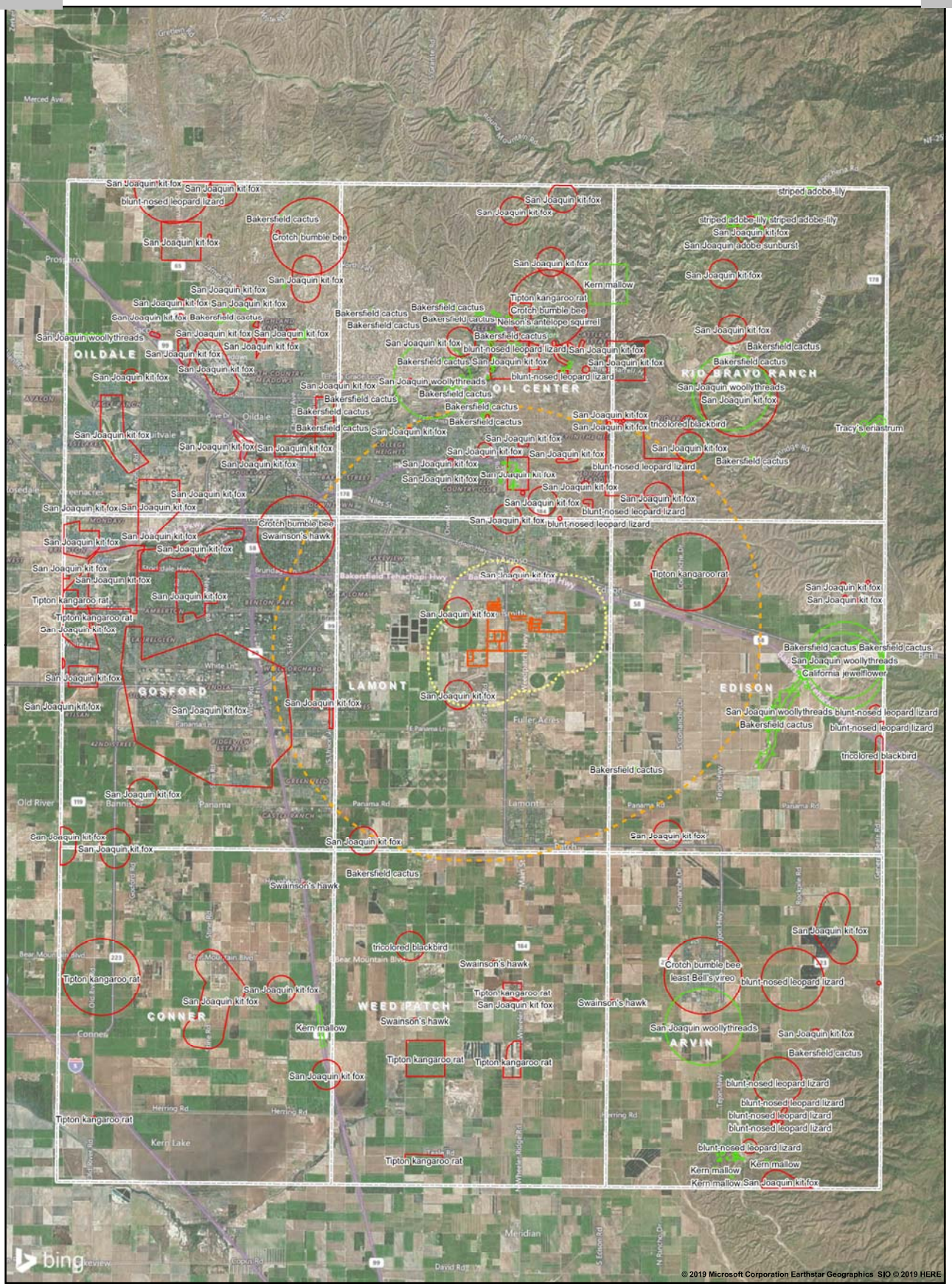
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EAST NILES CSD
NORTH WEEDPATCH HIGHWAY
CONSOLIDATION PROJECT

Habitat and Land Cover Types
East Study Area
Figure 3d

N



Legend

- Proposed Pipeline
- Project 5-Mile Buffer
- Project 1-Mile Buffer
- USGS 75-Minute Quadrangles

0 1.25 2.5 5 Miles

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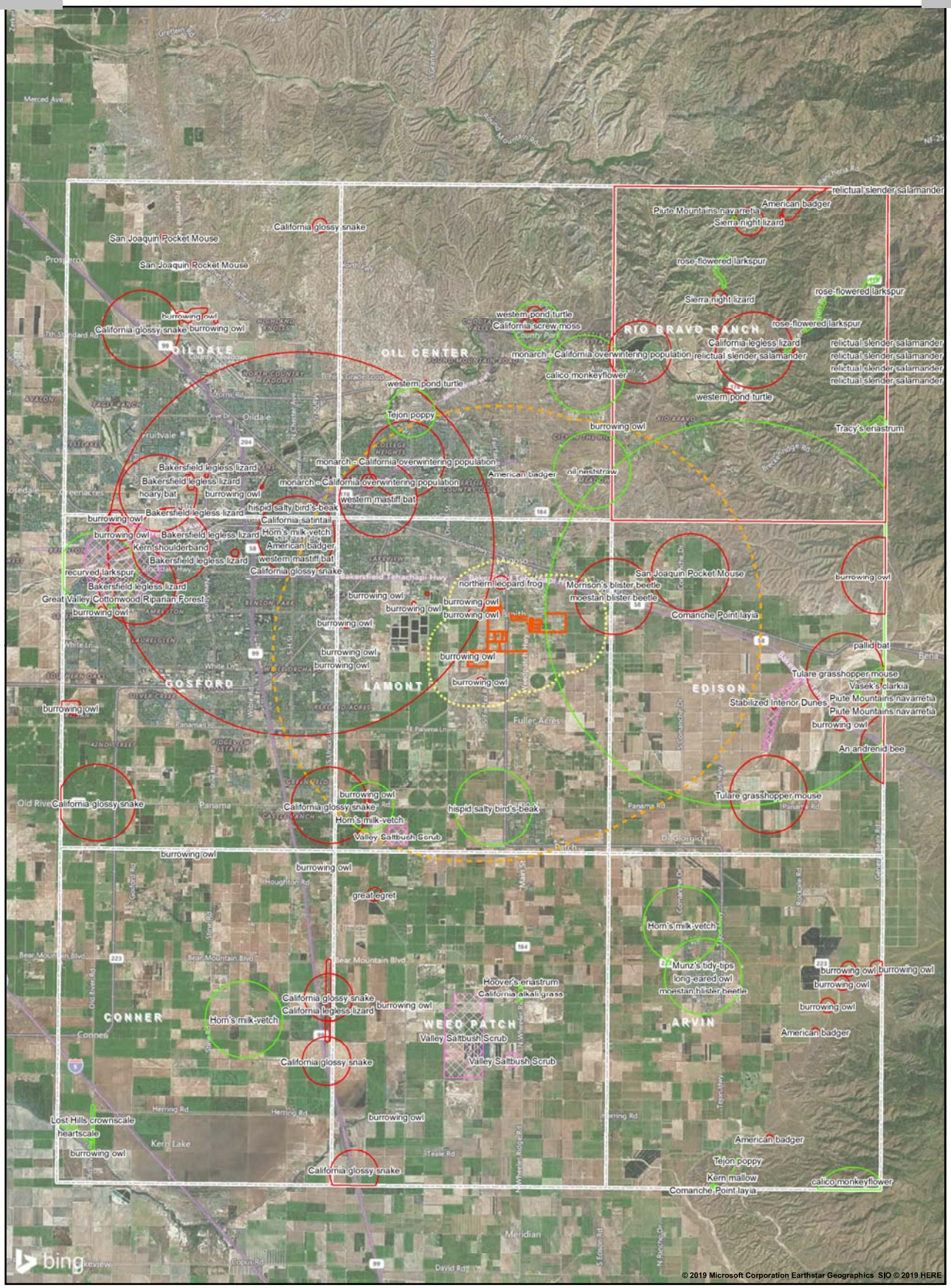
DATE: 11/11/2019 | DWRN: W. Dawson | Rev: 0

EAST NILES CSD
NORTH WEEDPATCH HIGHWAY
CONSOLIDATION PROJECT

California Natural Diversity Database
State and Federally Listed Species - 9-Quad
Figure 4a

N

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Legend

- Proposed Pipeline
- Project 5-Mile Buffer
- Project 1-Mile Buffer
- USGS 75-Minute Quadrangles

CNDDB Records

- Sensitive Plant Species (38)
- Sensitive Wildlife Species (91)
- Sensitive Habitat (5)

0 1.25 2.5 5 Miles

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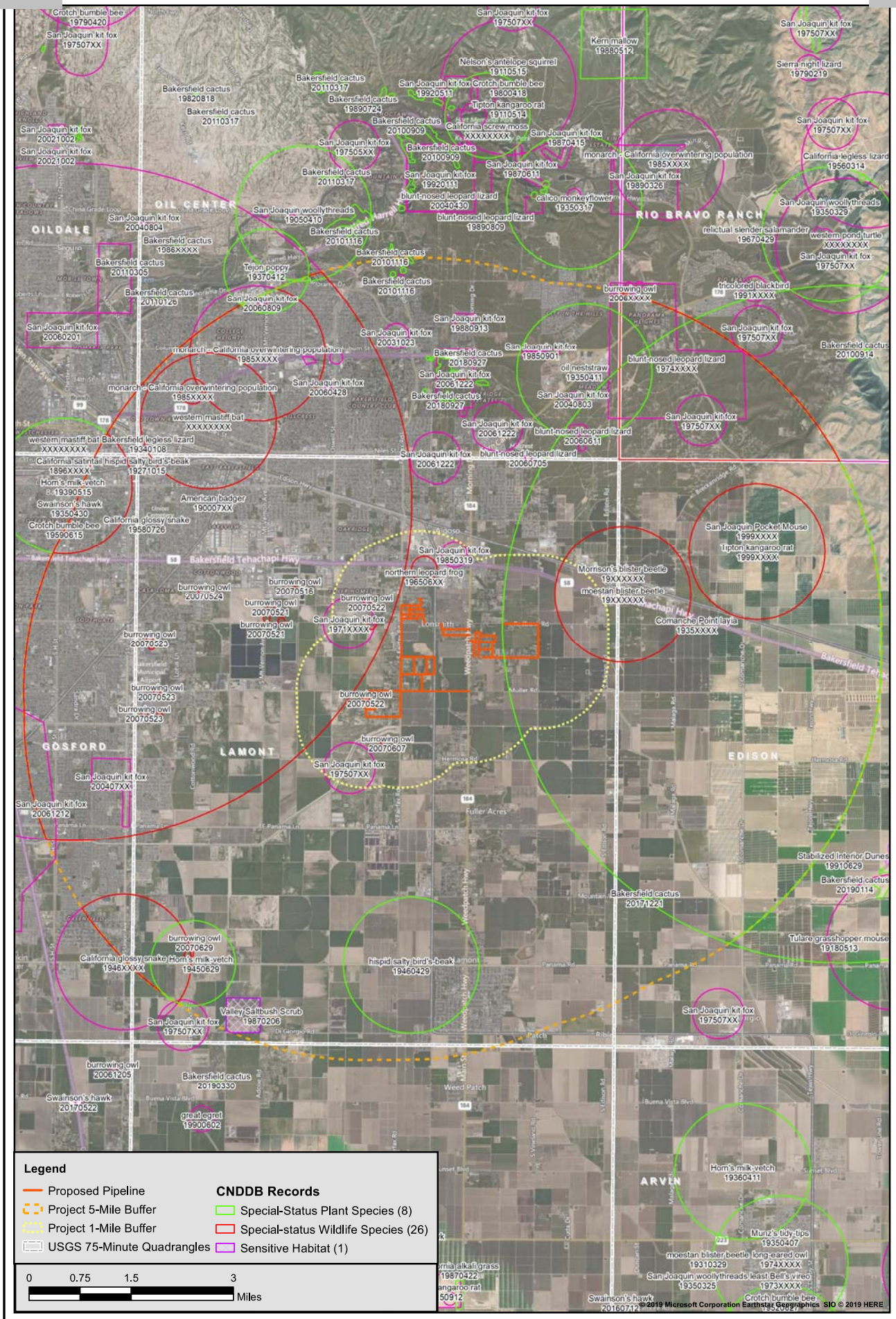
DATE: 11/11/2019 | DWRN: W. Dawson | Rev: 0

EAST NILES CSD
NORTH WEEDPATCH HIGHWAY
CONSOLIDATION PROJECT

California Natural Diversity Database
Sensitive Species and Habitats - 9-Quad
Figure 4b

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DATE: 11/11/2019 | DWRN: W. Dawson | Rev: 0

EAST NILES CSD
NORTH WEEDPATCH HIGHWAY
CONSOLIDATION PROJECT

California Natural Diversity Database
Special-status Species within a 5-Mile Radius
Figure 5

N

Appendix A:
Plant and Wildlife Species Observed Within the Project Vicinity

TABLE A-1: Plant Species Observed within the Project Study Area

Scientific Name[1]	Common Name	Native, Non-native[2,3]	Observed in 2016	Observed in 2019
Atriplex sp.	Saltbush	Native	X	
Avena barbata	Slender wild oat	Non-native	X	
Brassica nigra	Black mustard	Non-native Invasive	X	X
Bromus diandrus	Ripgut brome	Non-native Invasive	X	
Bromus madritensis ssp. *rubens*	Red brome	Non-native Invasive	X	
Chenopodium sp.	Goosefoot	Non-native		X
Cynodon dactylon	Bermuda grass	Non-native Invasive		X
Datura stramonium	Jimsonweed	Non-native	X	X
Digitaria sanguinalis	Hairy crabgrass	Non-native	X	
Eschscholzia californica	California poppy	Native	X	
Festuca perennis	Italian rye grass	Non-native	X	
Foeniculum vulgare	Sweet fennel	Non-native Invasive	X	
Helianthus annuus	Hairy leaved sunflower	Native		X
Hordeum marinum	Mediterranean barley	Non-native Invasive	X	
Hordeum murinum	Hare barley	Non-native Invasive	X	
Salsola tragus	Russian thistle	Non-native Invasive	X	X
Solanum elaeagnifolium	Silver leaved horsenettle	Non-native	X	X
Suaeda nigra	Bush seepweed	Native	X	
Tribulus terrestris	Puncture vine	Non-native	X	X

1 Ornamental and commercial species present only in associated with residential/urban or agricultural lands and outside the potential disturbance area are not listed.

2 Source: Cal-IPC 2019.

3 Species listed as limited, moderate, or high invasiveness by Cal-IPC for the Great Valley region.

TABLE A-2: Wildlife Species Observed Within the Study Area in 2016 and 2019

Scientific Name	Common Name	Observed in 2016	Observed in 2019
Birds			
Aphelocoma californica	Western scrub jay	X	X
Buteo jamaicensis	Red-tailed hawk	X	X
Cathartes aura	Turkey vulture		X
Columba livia	Rock dove		
Corvus corax	Common raven	X	X
Haemorphus mexicanus	House finch		X
Hirundo rustica	Barn swallow	X	
Mimus polyglottos	Northern mockingbird	X	
Passer domesticus	House sparrow	X	
Streptopelia decaocto	Eurasian collared dove	X	X
Tyranus verticalis	Western kingbird	X	
Zenaida macroura	Mourning dove		X
Mammals			
Canis latrans	Coyote		X
Thomomys bottae	Botta's pocket gopher		X
Otospermiphilus beecheyi	California ground squirrel	X	X

Appendix B:
Site Photographs (October 9, 2019)



Photograph 1: View of the vacant parcel where the proposed groundwater well and facilities will be installed. Facing north from Shirley Lane.



Photograph 2: View of the proposed pipeline alignment through a representative residential area, facing west along Mayfair Court.



Photograph 3: View of non-native grasslands (left) and residential areas along Redbank Road. Facing west from the intersection with Vineyard Street.



Photograph 4: View of non-native grassland north of Redbank Road. Showing patchy coverage of non-native grasses and forbs. Facing east from near the intersection with Vineyard Street.



Photograph 5: View of cleared non-native grassland area located at the southwest corner of the intersection of Redbank Road and Vineland Avenue. Facing southwest.



Photograph 6: View of residential properties (left) and a citrus orchard (right) along Vineland Road. Facing north from the intersection with Wilson Road.



Photograph 7: View of non-native grassland along the south side of Wilson Road. Residential properties line the north side of the road (not shown). Facing southwest from the intersection with Vineland Road.



Photograph 8: View of agricultural area consisting of a small-tree commercial orchard, along the south side of Wilson Road. Facing south from the intersection of Wilson Road and Mary Ellen Street.



Photograph 9: View of existing roads, residential properties, and small attached livestock yards along Emmy Drive. View north from Wilson Road.



Photograph 10: View of paved roads along pipeline alignment through the residential neighborhood north of Wilson Ave. Facing west along Bengston Avenue from the intersection with Mary Ellen Street.



Photograph 11: View of residential areas and disturbance along pipeline alignment from the intersection of Bengston Avenue and Mary Ellen Street. Facing east.



Photograph 12: View of the pipeline alignment through a previously disturbed empty lot toward residential properties. Facing south from the end of Katie Avenue.



Photograph 13: View of pipeline alignment along Bengston Avenue. Facing east from the intersection with SR 184 (Weedpatch Highway).



Photograph 14: View of paved roads and residential properties along pipeline alignment. Facing east from the intersection of Wyatt Street and Vera Avenue.



Photograph 15: View of pipeline alignment along unpaved access road and existing railroad line. Facing south from Wilson Road.



Photograph 16: View of dirt roadway along Wilson Road, with agricultural field to the north (right). Facing west from the end of Wilson Road.



Photograph 17: View of row crop agricultural field located northeast of the intersection of Wilson Road and Fairfax Road. Facing north from the intersection of Wilson Road and Holder Street.



Photograph 18: View of unpaved roadway with adjacent residential lots and private livestock pastures. Facing west from the intersection of Cooter Street and Hallelujah Street.



Photograph 19: View of residential properties (left) and agricultural areas (right) along Fairfax Road. Facing north from intersection with Oasis Road.



Photograph 20: View of dirt roadway and residential properties along Oasis Road. Facing west from intersection with Fairfax Road.



Photograph 21: View of ruderal/previously disturbed empty lot at the corner of South Sterling Road and Schwartz Road. Facing northeast.



Photograph 22: View of fallow agricultural field at the northwest corner of South Sterling Road and Muller Road. Facing northwest.



Photograph 23: View of Muller Road from the intersection with Dorothy Street. Facing east.



Photograph 24: View upstream of the Eastside Canal. Facing north from Muller Road.



Photograph 25: View downstream of the Eastside Canal. Facing south from Muller Road.



Photograph 26: View of the agricultural retention pond at the edge of the Study Area located northeast of the intersection of Vineland Avenue and Redbank Road. Facing northeast.

Appendix C:
Potentially Occurring Special-status Plant and Wildlife Species

TABLE C-1: Special-Status Plant Species Not Observed But With Potential to Occur Within the Study Area

Common Name	Scientific Name	Regulatory Status*	Blooming Period	Habitat Requirements[1]	Site Suitability	Potential to Occur
Lost Hills crownscale	*Atriplex coronata* var. *vallicola*	CRPR 1B.2	Apr-Sept	Occurs on alkaline soils, dried ponds and vernal pools in chenopod scrub and valley and foothill grassland habitats. Elevation range is 50 to 635 meters (165-2,080 feet).	Suitable dried ponds and vernal pool features do not occur within the Study Area. There is only one record for this species within a 9-quad records search, and that occurrence is located more than 10 miles southwest of the Project (CDFW 2019a). Not observed during surveys.	No
Bakersfield cactus	*Opuntia basilaris* var. *treleasei*	FE, SE, CRPR 1B.1	Apr-May	Occurs on sandy or gravelly soils in chenopod scrub, cismontane woodland, and valley and foothill grassland habitats. Elevations range from 120 to 150 meters (390-492 feet).	Potentially suitable grassland habitat occurs within and immediately adjacent to the Study Area. Nearest occurrence is located approximately 2.82 miles north of the Study Area (CDFW 2019a). Not observed during surveys.	Low
Horn's milk vetch	*Astragalus hornii* var. *hornii*	CRPR 1B.1	May-Sept	Occurs on alkaline soils on salty flats and lake margins, in meadows, seeps, and playas. Elevation ranges from 60 to 300 meters (196-985 feet).	No suitable lake margin or salty flat habitats occur within the Study Area. Nearest record is approximately 3.8 miles southwest of the Project (CDFW 2019a). Not observed during surveys.	No
California jewel-flower	*Caulanthus californicus*	FE, SE, CRPR 1B.1	Feb-Apr	Occurs on sandy soils on flats and slopes, generally in non-alkaline grassland habitats. May also occur in chenopod scrub and pinyon/juniper woodland habitats. Elevation ranges from 60 to 1,005 meters (195-3,300 feet).	Potentially suitable grassland habitat present. As of 1986, this species has been considered likely extirpated from the San Joaquin Valley floor; three known extant populations are present in the Carrizo Plain, Cuyama Valley, and Santa Barbara Canyon (ESRP 2019). Nearest record was recorded in 1925 and is located approximately 7.8 miles east of the Study Area, and is considered Possibly Extirpated (CDFW 2019a). Not observed during surveys.	No

TABLE C-1: Special-Status Plant Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Blooming Period	Habitat Requirements[1]	Site Suitability	Potential to Occur
Hispid salty bird's-beak	*Chloropyron molle* ssp. *hispidium*	CRPR 1B.1	Jun-Jul	Occurs in saline marshes and flats. Elevations range from sea level to 130 meters (0-426 feet).	Suitable saline habitats do not occur within the Study Area. Nearest occurrence was recorded in 1946 and is located approximately 2.65 miles south of the Study Area (CDFW 2019a). Not observed during surveys.	No
Vasek's clarkia	*Clarkia tembloriensis* ssp. *calienstensis*	CRPR 1B.1	Apr-May	Occurs in valley and foothill annual grasslands, generally in steep-sided canyons on grassy north- and west-facing slopes. Elevations range from 275 to 500 meters (900-1,640 feet).	Suitable canyon habitat is not present within the Study Area, and Study Area does not occur at suitable elevations. Species is known in only three occurrences near Caliente Creek, approximately 8.0 miles east of the Study Area, recorded in 1986 (CDFW 2019a). Not observed during surveys.	No
Rose-flowered larkspur	*Delphinium purpusii*	CRPR 1B.3	Mar-May	Occurs in rocky, often carbonate soils in talus and on cliffs. Found in chaparral, cismontane woodland, and pinyon and juniper woodland communities. Elevation ranges from 300 to 1,300 meters (985-4,265 feet).	Suitable rocky substrates are not present within the Study Area, and Study Area does not occur at suitable elevations. Nearest occurrence was recorded in 1933 is located approximately 8.8 miles northeast of the Study Area (CDFW 2019a). Not observed during surveys.	No
Recurved larkspur	*Delphinium recurvatum*	CRPR 1B.2	Mar-Jun	Occurs on poorly drained, fine, alkaline soils in grassland and *Atriplex* sp. scrub. Elevation ranges from 30 to 600 meters (98-1,970 feet).	Soils within the Study Area are well-drained types not suitable to support this species. Nearest occurrence was recorded in 1936, and is located approximately 8.8 miles west of the Study Area (CDFW 2019a). Not observed during surveys.	No

TABLE C-1: Special-Status Plant Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Blooming Period	Habitat Requirements[1]	Site Suitability	Potential to Occur
Kern mallow	*Eremalche kernensis*	FE, CRPR 1B.2	Mar-May	Occurs on eroded hillsides and alkali flats, on dry, open, sandy to clay soils. Often occurs at the edges of balds. Found in chenopod scrub and valley and foothill grassland habitats. Elevation ranges from 100 to 1,000 meters (328-3,280 feet).	Suitable hillside and alkali flat habitat not present within the Study Area. Nearest occurrence was recorded in 1988 and is located approximately 8.0 miles north of the Study Area (CDFW 2016a). Not observed during surveys.	No
Hoover's eriastrum	*Eriastrum hooveri*	CRPR 4.2	Mar-Jul	Occurs on alkaline flats and above dry streambeds, sometimes on gravelly soils. Found in chenopod scrub, pinyon and juniper woodland, and valley and foothill grassland habitats. Elevation ranges from 50 to 915 meters (164-3,000 feet).	No suitable alkaline flat or dry streambed habitat present in the Study Area. Nearest occurrence was recorded in 1986 and is located approximately 8 miles south of the Study Area (CDFW 2019a). Not observed during surveys.	No
Tejon poppy	*Eschscholzia lemmonii* ssp. *Kernensis*	CRPR 1B.1	Mar-Apr	Found in open grassland and chenopod scrub habitats. Elevation ranges from 200 to 1,000 meters (656-3,280 feet).	Study Area does not occur at suitable elevations. Nearest occurrence was record in 1937 and is located approximately 4.68 miles northwest of the Study Area (CDFW 2019a). Not observed during surveys.	No
Striped adobe-lily	*Fritillaria striata*	ST, CRPR 1B.1	Feb-Apr	Occurs on adobe clay soils in cismontane woodland and valley and foothill grassland habitats. Elevation ranges from 135 to 1,455 meters (440-4,775 feet).	Suitable adobe soils do not occur within the Study Area. Nearest occurrence was recorded in 1983 and is located approximately 10.8 miles northeast of the Study Area (CDFW 2019a). Not observed during surveys.	No

TABLE C-1: Special-Status Plant Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Blooming Period	Habitat Requirements[1]	Site Suitability	Potential to Occur
Shevock's golden-aster	*Heterotheca shevockii*	CRPR 1B.3	Aug-Sep	Occurs in crevices and shallow sand in chaparral and cismontane woodland habitats. Elevation ranges from 400 to 800 meters (1,312-2,625 feet).	Suitable chaparral and woodland habitats are not present, and Study Area does not occur at suitable elevations. Nearest occurrence was recorded in 1996 and is located approximately 11 miles northeast of the Study Area (CDFW 2019a). Not observed during surveys.	No
California satintail	*Imperata brevifolia*	CRPR 2B.1	Sep-May	Occurs in mesic areas including wet springs, meadows, streambeds and floodplains in chaparral, coastal scrub, Mojavean desert scrub, and riparian scrub habitats. Found at elevations below 500 meters.	Suitable mesic habitats are not present within the Study Area. Nearest occurrence was recorded in 1896 and is located approximately 4.5 miles northwest of the Study Area (CDFW 2019a). Not observed during surveys.	No
Comanche point layia	*Layia leucopappa*	CRPR 1B.1	Mar-Apr	Occurs in grassy areas and open, heavy soil in chenopod scrub and valley and foothill grassland habitats. Elevation ranges from 150 to 350 meters.	Suitable heavy soils are not present within the Study Area. Nearest occurrence was recorded in 1935 and overlaps the eastern portion of the Study Area (CDFW 2019a). Not observed during surveys.	No
Calico monkeyflower	*Diplacus [Mimulus] pictus*	CRPR 1B.2	Mar-May	Occurs in bare, sunny, shrubby areas and disturbed areas around granitic outcrops in broad-leafed upland forest, and cismontane woodlands. Elevation range is 135 to 1,250 meters (440-4,100 feet).	Suitable woodland habitats are not present within the Study Area. Nearest occurrence was recorded in 1935 and is located approximately 5.2 miles north of the Study Area (CDFW 2019a). Not observed during surveys.	No

TABLE C-1: Special-Status Plant Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Blooming Period	Habitat Requirements[1]	Site Suitability	Potential to Occur
Piute Mountains navarretia	*Navarretia setiloba*	CRPR 1B.1	Apr-Jul	Occurs in depressions in clay and gravelly loam soils in cismontane woodland, pinyon and juniper woodland, and valley and foothill grassland habitats. Elevation ranges from 500 to 1,200 meters (1,640-3,937 feet).	Suitable soils are not present within the Study Area, and the Study Area does not occur at suitable elevations. Nearest occurrence was recorded in 2011 and is located approximately 7.58 miles east of the Study Area (CDFW 2019a). Not observed during surveys.	No
San Joaquin adobe sunburst	*Pseudobahia peirsonii*	FT, SE, CRPR 1B.1	Mar-May	Occurs on bare, dark clay and adobe clays soils in cismontane woodland and valley and foothill grassland habitats. Elevation ranges from 100 to 900 meters (328 to 2,950 feet).	Suitable clay soils are not present within the Study Area. Nearest occurrence was recorded in 2010 and is located approximately 10.6 miles northeast of the Study Area (CDFW 2019a). Not observed during surveys.	No
Oil neststraw	*Stylocline citroleum*	CRPR 1B.1	Mar-Apr	Occurs on open, stable, often crusted sands and clay soils on dry drainage edges and between *Atriplex* sp. shrubs. Found in chenopod scrub, coastal scrub, and valley and foothill grassland habitats. Elevation ranges from 60 to 300 meters (200-985 feet).	Suitable crusted soils are not present within Study Area. Suitable drainages and mature saltbush shrubs do not occur. Nearest occurrence was recorded in 1935 and is located approximately 3 miles north of the Study Area (CDFW 2019a). Not observed during surveys.	No
California alkali grass	*Puccinellia simplex*	CRPR 1B.2	Mar-May	Occurs on alkaline, vernally mesic soils, saline flats, sinks, flats, lark margins and near mineral springs. Found in chenopod scruband valley and foothill grassland habitats, meadows, seeps, and vernal pools. Elevation ranges from sea level to 900 meters (0-2,950 feet).	Suitable mesic and/or saline soils are not present within the Study Area. Suitable mesic habitats do not occur. Nearest occurrence was recorded in 1987 and is located approximately 8.5 miles south of the Study Area (CDFW 2019a). Not observed during surveys.	No

TABLE C-1: Special-Status Plant Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Blooming Period	Habitat Requirements[1]	Site Suitability	Potential to Occur
Alkali mariposa-lily	*Calochortus striatus*	CRPR 1B.2	Apr-Jun	Occurs on alkaline, mesic soils in in alkaline meadows and moist creosote-bush scrub, chaparral scrub, and Mojavean desert scrub habitats, and in meadows and seeps. Elevation ranges from 800 to 1,400 meters (2,625-4,595 feet).	Suitable habitat are not present, and Study Area does not occur at suitable elevations. Nearest occurrence was recorded in 2014 and is located approximately 14 miles southeast of the Study Area (CDFW 2019a). Not observed during surveys.	No
San Joaquin woollythreads	*Monolopia congdonii*	FE, CRPR 1B.2	Feb-May	Occurs on sandy soils in chenopod scrub and valley and foothill grassland habitats. Elevations range from 90 to 700 meters (295-2,300 feet).	Potentially suitable non-native grassland habitat is present. Nearest occurrence was recorded in 1988 and is located approximately 5 miles north of the Study Area (CDFW 2019a). Not observed during surveys.	Low
Munz's tidy-tips	*Layia munzii*	CRPR 1B.2	Mar-Apr	Occurs on alkaline clay soils in chenopod scrub and valley and foothill grassland habitats. Elevation ranges from 50 to 800 meters (165-2,625 feet).	Suitable alkaline clay soils are not present within the Study Area. Nearest occurrence was recorded in 1935 and is located approximately 8.4 miles southeast of the Study Area (CDFW 2019a). Not observed during surveys.	No
California screw moss	*Tortula californica*	CRPR 1B.2	-	Occurs on sandy soils in chenopod scrub and valley and foothill grassland habitats. Elevation ranges from 10 to 1,460 meters (33-4,790 feet).	Potentially suitable sandy soils and grassland habitat are present; however, Study Area lacks moist habitats capable of supporting mosses. Nearest occurrence (undated) is located approximately 7 miles north of the Project (CDFW 2019a). Not observed during surveys.	No

* Source: CDFW 2019b.

Status Definitions:

FE = Federally Endangered

FT = Federally Endangered

TABLE C-1: Special-Status Plant Species Not Observed But With Potential to Occur Within the Study Area, *continued*

SE = State Endangered
ST = State Threatened
SR = State Rare
CNPS = California Native Plant Society
CRPR = California Rare Plant Rank
1A = Presumed extinct/extirpated in California
1B = Plants that are rare, threatened, or endangered in California and elsewhere
2 = Rare, threatened, and endangered in California but more common elsewhere
3 = Plants about which more information is needed
4 = A watch list of plants of limited distribution
.1 = Seriously endangered in California
.2 = Fairly endangered in California
.3 = Not very endangered in California

1 Source: CNPS 2019, Baldwin *et. al* 2019.

TABLE C-2: Special-Status Wildlife Species Not Observed But With Potential to Occur Within the Study Area

Common Name	Scientific Name	Regulatory Status*	Nesting/ Breeding Period	Habitat Requirements	Site Suitability	Potential to Occur
Invertebrates						
Valley elderberry longhorn beetle	*Desmocerus californicus dimorphus*	FT	Adults active Mar-Jun	Found only in association with its host plant, elderberry (*Sambucus* spp.); adults feed on leaves and flowers, and larvae feed on stems of plant. Primarily inhabits riparian woodlands, but may also occur in oak woodlands or other upland habitats where host plant occurs (USFWS 2019c).	Host plant species does not occur within or in the vicinity of the Study Area. Nearest occurrence was recorded in 1991 and is located approximately 5.8 miles northwest of the Study Area (CDFW 2019a). Not observed during surveys.	No
Crotch bumble bee	*Bombus crotchii*	State Candidate	---	Inhabits open grassland and scrub habitats. Annual colonies nest underground. Food plants include milkweed (*Asclepias* spp.), pincushion flowers (*Chaenactis* spp.), lupines (*Lupinus* spp.), clover (*Medicago* spp.), phacelia (*Phacelia* spp.), and sages (*Salvia* spp.) (IUNC 2016).	Potentially suitable grassland habitat is present within the Study Area; however, no individuals of any suitable food plants were identified within or adjacent to the Study Area. Nearest occurrence was recorded in 1959 and is located approximately 4.5 miles northwest of the Study Area (CDFW 2019a). Not observed during surveys.	No
Monarch butterfly	*Danaus plexippus*	SA	---	Migratory. Overwinters in wind-protected tree groves, typically of eucalyptus (*Eucalyptus* spp.), Monterey pine (*Hesperocyparis* spp.), and cypress (*Cupressus* spp.), typically along the coast of California. Migrates north and east into the Sierra Nevada and western Rocky Mountains to breed. Lays egg on milkweeds (*Asclepias* spp.) (CDFW 2019d).	Suitable breeding habitat does not occur within the Study Area due to the absence of the species' host plant. Adult monarch presence is possible during migration. Nearest occurrence was recorded in 1990 and is located approximately 3 miles northwest of the Study Area (CDFW 2019a). Not observed during surveys.	Low (transitory only)

TABLE C-2: Special-Status Wildlife Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Nesting/ Breeding Period	Habitat Requirements	Site Suitability	Potential to Occur
Kern shoulderband snail	*Helminthoglypta callistoderma*	SA	---	Terrestrial snail species. Specific information limited, but likely occurs in moist microhabitats under brush and vegetative duff, rock outcroppings, talus, and deep soil crevices within desert environments. Likely feeds on decayed vegetative matter (Center for Biological Diversity 2014).	Suitable shrubby or rocky areas are not present within the Study Area, and suitable sheltering areas including rocky outcrops and deep soil cracks were not observed during surveys. Nearest occurrence is was recorded in 1916 and is located approximately 7.5 miles west of the Study Area in the vicinity of the Kern River (CDFW 2019a). Not observed during surveys.	No
Moestan blister beetle	*Lytta moesta*	SA	Apr-July	Typically found feeding on flowers and seed pods of dried vernal pool vegetation, including *Lupinus, Trifolium,* and *Eriodium* species (CDFW 2019d). Reproductive host unknown, but blister beetle females generally lay large numbers of eggs in the ground, and larvae seek out the nests of certain Hymenoptera (bees) or Orthoperta (grasshopper) egg cases. Blister beetle larvae feed on the pollen collected to support the host larvae (in the case of bees), and on the eggs and larvae themselves (Borror and White, 1970).	Suitable vernal pool habitat does not occur within the Study Area. Suitable food plants were not identified within or adjacent to the Study Area during surveys. Nearest occurrence (undated) is considered Possibly Extirpated and is located approximately 0.4 miles east of the Study Area (CDFW 2019a). Not observed during surveys.	No
Morrison's blister beetle	*Lytta morrisoni*	SA	Apr-July	Typically found feeding on flowers, including *Gilia tricolor,* and *Linanthus liniflorus.* Parasitizes solitary bees; larvae feed on the pollen collected to support the host larvae, as well as on	Suitable native flower species to support feeding adults were not observed within or adjacent to the Study Area. Nearest occurrence (undated) is	No

TABLE C-2: Special-Status Wildlife Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Nesting/ Breeding Period	Habitat Requirements	Site Suitability	Potential to Occur
				the eggs and larvae themselves (CDFW 2019d).	considered Possibly Extirpated and is located approximately 0.4 miles east of the Study Area (CDFW 2019a). Not observed during surveys.	
Reptiles and Amphibians						
Northern leopard frog	*Lithobates pipiens*	CSC	Breeding occurs in Mar-Jul; tadpoles metamorphose after 3-6 months.	Highly aquatic species. Occurs in permanent or semi-permanent water in many habitat types at elevations from sea level to 2,130 meters (0-6,990 feet). Requires shoreline cover or abundant emergent and submerged vegetation for cover. Egg masses attached to emergent vegetation; tadpoles utilize shallow water near shorelines. Dispersing adults may move as far as 1 mile overland, usually during or after rains (CalHerps 2019, CDFW 2019d).	Suitable aquatic habitat is not present within the Study Area; although the canal provides a permanent aquatic habitat, it lacks necessary shoreline cover and vegetation at the Project site. Nearest occurrence was recorded in 1965 and is located approximately 0.5 miles north of the Study Area (CDFW 2019a). Not observed during surveys.	No
Relictual slender salamander	*Batrachoseps relictus*	CSC	Late fall to winter; young emerge in late winter and early spring	Highly sedentary. Occurs in small, mesic areas, including swales, drainages, streams, and moist, wooded canyons, in valley foothill riparian, blue oak woodland, and mixed conifer woodlands. Relies on natural crevices and burrows dug by other species for refuge; may also take refuge under rotting logs, rock, and surface litter (CDFW 2019d).	Suitable slope and moist, stream habitat is not present within the Study Area. Nearest occurrence was recorded in 1967 and is located more than 10 miles northeast of the Study Area (CDFW 2019c). Not observed during surveys.	No

TABLE C-2: Special-Status Wildlife Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Nesting/ Breeding Period	Habitat Requirements	Site Suitability	Potential to Occur
Bakersfield legless lizard	*Anniella grinnelli*	CSC	Breeding from early spring to Jul, young born Sep-Nov	Secretive, fossorial lizard. Occurs in areas with warm, moist, loose sandy or organic soils and sparse vegetation in oak woodland, chaparral, riparian woodland, oak-pine woodland, coastal dune, valley-foothill and desert scrub habitats at elevations from sea level to 1,800 meters (0-5,900 feet). Typically found in areas with leaf litter under trees and bushes in sunny locations. Forages in sand and leaf litter for insect prey (CalHerps 2019, CDFW 2019d).	Suitable habitat with moist, loose soils and suitable tree or shrub cover are not present within the Study Area. Species is not compatible with active agricultural activities. Nearest occurrence was recorded in 1934 and is located approximately 4.29 miles northwest of the Study Area (CDFW 2019a). Not observed during surveys.	No
Blunt-nosed leopard lizard	*Gambelia sila*	FE, SE, FP	Breeding starts in May; eggs hatch from July-Aug	Semiarid grassland, alkali flats and washes from 30-730 meters (approximately 100-2,400 feet). Prefers flat areas with open space for running over densely vegetated areas. Primarily diurnal. Utilized small mammal burrows for cover and shelter (CalHerps 2019, CDFW 2019d).	Potentially suitable low quality habitat present in non-native grasslands within and adjacent to the Study Area. Fragmented habitat and surrounding land uses not compatible with habitat requirements. Nearest occurrence was recorded in 2006 and is located approximately 2.4 miles north of the Study Area (CDFW 2019a). Not observed during surveys.	Low

TABLE C-2: Special-Status Wildlife Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Nesting/ Breeding Period	Habitat Requirements	Site Suitability	Potential to Occur
Western pond turtle	*Emys marmorata*	CSC	Mar-Aug	Inhabits permanent and nearly permanent waters at elevations from sea level to 1,430 meters (0-4,690 feet). Associated with ponds, streams, irrigation ditches, or permanent pools along intermittent streams in a variety of habitats. Require vegetation and open water for cover and basking sites, including partially submerged logs, rocks, and floating vegetation mats (CDFW 2019d).	Suitable aquatic habitat is not present within the Study Area; only aquatic habitat is the Eastside Canal, which does not contain emergent vegetation or suitable basking sites. Nearest occurrence was recorded in 2000 located approximately 5.85 miles north of the Study Area (CDFW 2019a). Not observed during surveys.	No
Birds						
Tricolor blackbird	*Agelaius tricolor*	ST, CSC	Apr-July	Breeds in colonies near fresh water, often in emergent vegetation, but also in thickets of willow, blackberry, wild rose, and tall herbs. Feeds in grasslands, agricultural lands, flooded fields, and pond edges. May travel more than six miles to forage (CDFW 2019d).	Suitable marsh or wetland breeding habitat is not present within the Study Area; foraging may occur in the non-native grasslands, but is unlikely due to habitat quality in these areas. Nearest occurrence was recorded in1990 and is located approximately 5.67 miles northeast of the Study Area (CDFW 2019a). Not observed during surveys.	Foraging only

TABLE C-2: Special-Status Wildlife Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Nesting/ Breeding Period	Habitat Requirements	Site Suitability	Potential to Occur
Great egret	*Ardea alba*	SA (nesting)	Mar-Jul	Common year-round resident. Forages in shallow waters in fresh and saline emergent wetlands, along the edges of estuaries, lakes, and slow-moving streams, on mudflats and salt ponds, and in irrigated croplands and pastures. Nests in groves of large trees, usually near water; nesting locations must be isolated from human activities. May forage as far as 20 miles from nest, but generally much closer (CDFW 2019d).	Suitable breeding habitat is not present within the Study Area due to absence of suitable wetlands and constant human presence. Foraging is unlikely as agricultural areas within the Study Area consist of non-irrigated grazing pastures or citrus orchards, which are unlikely to support suitable prey. Nearest occurrence was recorded in 1990 and is located approximately 6.25 miles southwest of the Study Area (CDFW 2019a). Not observed during surveys.	Very low, foraging only
Long-eared owl	*Asio otus*	CSC (nesting)	Early Mar-late Jul	Uncommon winter visitor to the Central Valley and Southern California deserts. Occurs in riparian habitats, live oak thickets, and other dense stands of trees. Nocturnal. Forages over open ground or in woodland habitats primarily for voles and other rodents and small birds, including other owls (CDFW 2019d, Peeters 2007).	Species does not nest within the Central Valley. Potentially suitable tree stands for wintering habitat are present adjacent to the Study Area. Nearest occurrence was recorded in 1974 and is located approximately 8.6 miles southeast of the Study Area (CDFW 2019a). Not observed during surveys.	Wintering only

TABLE C-2: Special-Status Wildlife Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Nesting/ Breeding Period	Habitat Requirements	Site Suitability	Potential to Occur
Snowy egret	*Egretta thula*	SA (nesting)	Mar-May	Widespread year-round resident in the Central Valley. Forages for aquatic prey in shallow water or along shores or wetland and aquatic habitats; may also take reptiles and small mammals. May forage in irrigated agricultural fields. Nests in thick vegetation in isolated areas. May forage up to 12 miles from the nesting area, but usually less than 1.2 miles (CDFW 2019d, Cornell 2019).	Suitable isolated wetland breeding habitat does not occur within the Study Area. Foraging within the Study Area is unlikely due to absence of marsh habitats or irrigated agricultural fields. Canal provides poor quality foraging habitat due to slope of banks. Nearest occurrence was recorded in 1990 and is located approximately 6.25 miles southwest of the Study Area (CDFW 2019a). Not observed during surveys.	Very low, foraging only
Least bell's vireo	*Vireo bellii pusillus*	FE, SE (nesting)	Mar-Aug	Rare, local, summer resident. Occurs in willow stands and other low, dense, valley foothill riparian habitat at elevations from sea level to 600 meters (0-1,970 feet). Obligate riparian species during the breeding season (USFWS 2006, CDFW 2019d).	Suitable riparian habitat does not occur within or in the vicinity of the Study Area. Species believed to be extirpated within the San Joaquin Valley (USFWS 2006.) Nearest occurrence was recorded in 1978 and is located approximately 85 miles southeast of the Study Area (CDFW 2019a). Not observed during surveys.	No

TABLE C-2: Special-Status Wildlife Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Nesting/ Breeding Period	Habitat Requirements	Site Suitability	Potential to Occur
Swainson's hawk	*Buteo swainsonii*	ST, BCC (nesting)	Late Mar-Aug	Uncommon summer resident. Inhabits and nests in open stands of trees in juniper-sage flats, riparian areas, and oak savanna, as well as scattered stands of trees in agricultural areas. Forages in adjacent grasslands or suitable grain or alfalfa fields, or livestock pastures. Feeds on a variety of vertebrates, particularly small mammals, during the breeding season, and a large number of insects when not breeding (CDFW 2019d, Cornell 2019).	Potentially suitable foraging habitat is present with the Study Area, and suitable prey species were observed during surveys. Potentially suitable nesting sites occur in the vicinity of the Study Area. No recent occurrences in the vicinity. Nearest occurrence was recorded in 1935 and is located approximately 4.3 miles northwest of the Study Area (CDFW 2019a). Not observed during surveys.	Moderate
Western burrowing owl	*Athene cunicularia*	CSC, BCC (burrow sites and some wintering sites)	Mar-Aug, peak from Apr-May	Open, dry grassland and desert habitats, as well as grass, forb, and open shrub areas of pinyon-juniper and ponderosa pine habitats up to 1,600 meters (approximately 5,250 feet) elevation. Inhabits small mammal burrows, especially those dug by ground squirrels, for roosting, cover, and breeding. Primarily insectivorous, also takes small mammals, reptiles, birds, and occasionally carrion. Active year-round, and may hunt during the day or at night (CDFW 2019d).	Potentially suitable habitat is present within the Study Area. Three records within a 1-mile buffer of the Project. One recorded occurrence in 2007 overlaps the western portion of the Study Area (CDFW 2019a). Not observed during surveys.	Moderate
Mammals						

TABLE C-2: Special-Status Wildlife Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Nesting/ Breeding Period	Habitat Requirements	Site Suitability	Potential to Occur
Tipton kangaroo rat	*Dipodomys nitratoides nitratoides*	FE, SE	Breeds in winter, young born late Mar-Apr	Occupies areas with level or nearly level terrain in valley saltbush scrub, interior dune grassland, and iodine bush shrubland habitats. Resides in burrows dug in friable soils of varying particle size. Nocturnal. Feeds primarily on seeds and grains, may also take insects and some herbaceous material (USFWS 1998).	Potentially suitable habitat present in non-native grasslands within and adjacent to the Study Area; however, habitat is of poor quality for this species due to previous disturbance and occurrence is unlikely. Nearest occurrence was recorded in 1999 and is located approximately 2.5 miles northeast of the Study Area (CDFW 2019a). Not observed during surveys.	Low
Tulare grasshopper mouse	*Onychomys torridus tularensis*	CSC	Apr-Aug	Arid grasslands, alkali sink, and shrubland habitats, particularly domainted by saltbrush (*Atriplex*) and goldenbush (*Ericameria*) species. Primarily insectivorous, also takes seeds, and small reptiles and amphibians (ESRP 2016).	Potentially suitable habitat present in non-native grasslands within and adjacent to the Study Area; however, habitat is of poor quality for this species due to the absence of preferred shrub species. Nearest occurrence was recorded in 1918 and is located approximately 5.8 miles southeast of the Study Area (CDFW 2019a). Not observed during surveys.	Very low

TABLE C-2: Special-Status Wildlife Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Nesting/ Breeding Period	Habitat Requirements	Site Suitability	Potential to Occur
Nelson's antelope squirrel	*Ammospermophilus nelsoni*	ST	Feb-May	Dry, flat, or rolling terrain with gentle slopes (generally 10-14%) in sparsely vegetated shrubland habitats, or in areas without shrubs where giant kangaroo rats also occur. Associated with alkali desert scrub and annual grassland habitats. Seldom dig own burrows, preferring to use burrows dug by other small mammal species, especially kangaroo rats. Preferred burrow locations are under shrubs, and along arroyo banks, roadcuts, pipelines, and drilling platforms (IUCN 2016, Eder 2007).	Potentially suitable habitat is present in the non-native grasslands within the Study Area, and Study Area does occur within known range for species; however, no occurrences are recently known. Numerous active and inactive small mammal burrows observed in road cuts through Study Area. Nearest occurrence was recorded in 1911 and is located approximately 6 miles north of the Study Area (CDFW 2019a). Not observed during surveys.	Very low
Western mastiff bat	*Eumops perotis californicus*	CSC	Apr-Aug	Uncommon resident of open, semi-arid to arid lowlands, including desert washes and flood plains, at elevations from 5 to 300 meters (16-985 feet). Roosts in crevices in cliffs and open rock faces, where there is a long vertical drop; occasionally roosts in high buildings, tunnels, and trees. Requires large surfaces of open water for drinking (Animal Diversity Web 2019, Eder 2005).	Suitable roosting sites within and adjacent to the Study Area are severely limited, consisting only of relatively isolated tall trees adjacent to residential areas. Drinking water is available. Nearest occurrence an undated record located approximately 2.7 miles northwest of the Study Area (CDFW 2019a). Not observed during surveys.	Very low

TABLE C-2: Special-Status Wildlife Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Nesting/ Breeding Period	Habitat Requirements	Site Suitability	Potential to Occur
Hoary bat	*Lasiurus cinereus*	SA	Breeds in fall, young born mid-May-Jul	Widespread but common throughout its range, prefers woodland and forest habitats with dense cover above, open space below, and ground cover of low reflectivity. Edges of habitat are preferred. Roosts 3 to 5 meters above the ground, usually in the foliage of trees. Forages primarily on moths, although other flying insects may be taken (CDFW 2019d, Animal Diversity Web 2019).	Suitable woodland roosting and foraging habitat does not occur within the Study Area. Nearest occurrence was recorded in 1894 and is located approximately 8.6 miles northwest of the Study Area (CDFW 2019a). Not observed during surveys.	No
Pallid bat	*Antrozous pallidus*	CSC	Breeds Oct-Feb, young born Apr-Jul	Found in deserts, grasslands, shrublands, woodlands, and forests. Most common in open, dry habitats with rocky areas for roosting. Day roosts are caves, crevices, mines, and sometimes hollow trees and buildings. Roosts must protect bats from high temperatures. Very sensitive to disturbance of roost sites. Forages over open ground, usually 0.5 to 2.5 meters above ground level (CDFW 2019d, Zeiner *et al*. 1988–1990).	Suitable roosting sites are limited within and adjacent to the Study Area, consisting of agricultural and residential buildings in the vicinity. Nearest occurrence was recorded in 1998 and is located approximately 7.8 miles east of the Study Area (CDFW 2019a). Not observed during surveys.	Very low
American badger	*Taxidea taxus*	CSC	Breeds summer/early fall, young born in Mar-Apr	Found in open areas of herbaceous habitats, shrublands and forests with dry, friable soils used for burrows. Preys mostly on burrowing rodents (CDFW 2019d, Zeiner *et al*. 1988–1990).	Potentially suitable habitat exists in non-native grasslands within the Study Area; suitable prey species occur. Nearest occurrence was recorded in 1900 with a 5-mile accuracy, which abuts the northwest corner of the Study Area (CDFW 2019a). Not observed during surveys.	Moderate (foraging and transistory uses)

TABLE C-2: Special-Status Wildlife Species Not Observed But With Potential to Occur Within the Study Area, *continued*

Common Name	Scientific Name	Regulatory Status*	Nesting/ Breeding Period	Habitat Requirements	Site Suitability	Potential to Occur
San Joaquin kit fox	*Vulpes macrotis mutica*	FE, ST	Feb-Sept	Annual grasslands and grassy stages of vegetation dominated by scattered brush, shrubs, and scrub. Require loosely-textured, sandy and loamy soils in open, levels areas for digging burrows used for cover and breeding. Active year-round, mostly nocturnal, and primarily carnivorous, taking jackrabbits, cottontails, and other rodents, as well as insects, reptiles, some birds, eggs, and some vegetation (CDFW 2019d).	Potentially suitable habitat is present within the Study Area, and the Study Area does occur within the known range for this species. Three records located within 1-mile of the Project area. Nearest occurrence was recorded in 1971 and is located approximately 0.4 mile west of the Study Area (CDFW 2019a). Not observed during surveys.	Moderate
San Joaquin pocket mouse	*Perognathus inornatus*	SA	May-July	Inhabits dry, open, grassy or weedy habitats, arid annual grasslands, and desert-shrub or chaparral habitats with sandy washes or finely textured soil. Burrows are often positioned at the base of shrubs, and are used for breeding, cover, shelter, and food storage. Primarily a seed-eater, may also take some insects (IUCN 2016).	Potentially suitable grassland habitat with suitable soils occurs within the Study Area, and Study Area does occur within known range for the species. Nearest occurrence was recorded in 1999 and is located approximately 2.8 miles east of the Study Area (CDFW 2019a). Not observed during surveys.	Low

*Source: CDFW 2019c.

Status Definitions:

CSC = California Species of Concern
FE = Federally Endangered
FT = Federally Threatened
FP = State Fully Protected
SE = State Endangered
ST = State Threatened
SR = State Rare
SA = Special Animal
BCC = Bird of Conservation Concern

Environmental Topics added by the new CEQA Guidelines

Description

Environmental Topics added by the new CEQA Guidelines Description

On December 28, 2018, the State Resources Agency adopted new CEQA Guidelines, which added three new environmental topics to the CEQA Initial Study checklist. As indicated below, the Modified Project would have no impact with regard to these three topics.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
ENERGY: Would the Modified Project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction of operation?	☐	☐	☐	☒
b) Conflict with or obstruct a state or local plan for renewable energy of energy efficiency?	☐	☐	☐	☒

a,b – Construction for the Modified Project will comply with all applicable energy efficiency code requirements. Operation of the well site and pipelines facilities will not have a significant impact on energy consumption; these facilities will be operated with electric power. The power demand anticipated for these new facilities is anticipated to be less than the power demand to operate the existing six water system wells for the private water system which will be abandoned.

Mitigation Measures
None required, as all potential impacts are less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
TRIBAL CULTURAL RESOURCES:				
a) Would the Modified Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	☐	☐	☐	☒

In 2016, the NAHC completed a search of the Sacred Lands File for the USGS quadrangle. The results were negative. NAHC provided a contact list for local tribes. The Tule River Indian Tribe and Kitanemuk and Yowlumne Tejon Indians have not responded to multiple contact attempts. The Tejon Indian Tribe and Santa Rosa Rancheria Tachi Yokut Tribe both recommend that a Cultural Monitoring Plan be considered or at a minimum a Cultural Presentation be given to the construction contractors. Additional letters sent in 2020 resulted in no new recommendations.

Mitigation Measures
None required, as all potential impacts are less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
WILDFIRE: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Modified Project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

According to the California Department of Forestry and Fire Protection, the site is not located in or near any (state or local) "FIRE HAZARD SEVERITY ZONES in State Responsibility Area" for Kern County (https://osfm.fire.ca.gov/media/6687/fhszs_map15.pdf). Therefore, this potential impact does not apply to the Modified Project site.

Mitigation Measures
None required, as all potential impacts are less than significant.

ATTACHMENT 2

MITIGATION MONITORING AND REPORTING PROGRAM

EAST NILES COMMUNITY SERVICES DISTRICT

North Weedpatch Highway Water system Consolidation Project

Addendum to the Adopted Mitigated Negative Declaration

SCH No. 2016091046

Mitigation Monitoring and Reporting Program

January 2020

1. General

The Addendum to the Adopted Mitigated Negative Declaration (MND) for the East Niles Community Services District (District) North Weedpatch Highway Water System Consolidation Project specified a number of mitigation measures to be undertaken during implementation of the proposed project.

This Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the project and has been adopted concurrently with the findings of the final Addendum to the Initial Study and Adopted Mitigated Negative Declaration. This MMRP will enable tracking of the implementation of mitigation measures identified in the Addendum to the Adopted Mitigated Negative Declaration.

2. Responsibility for Compliance and Documentation

The District will be responsible for overall administration of the MMRP and for verifying that District staff members and/or the construction contractor has completed the necessary actions for each measure. The District will assign a project manager to oversee all aspects of implementation of the proposed project and ensure that the mitigation and monitoring commitments made in the MND are carried out in a timely and effective manner. In implementing the MMRP, the District will often rely on the expertise of outside consultants and contractors. To ensure the effectiveness of this mitigation and monitoring, the District will:

- Make the MMRP an element of all project-related requests for proposals and contract specifications, specifying that construction contractors will be responsible for appropriate acquisition of permits for construction and implementation of relevant mitigation and monitoring elements, as specified in this MMRP;
- Independently review contractor compliance on a regular basis and require corrective actions in a timely manner when the District determines that such actions are required;
- Maintain files, open to the public for inspection, documenting compliance with the MMRP;
- Designate a District staff member to receive and respond to all public and District comments, complaints, and/or questions regarding compliance with the MMRP; and
- Provide regulatory agencies with appropriate and timely documentation of compliance as specified in regulatory permits issued for the proposed project.

Additionally, the District will require that construction contractors designate a principal mitigation and monitoring manager (Principal) and back-up mitigation and monitoring manager (Alternate) and shall ensure that at least one of these is on-site during all phases of construction. These persons may perform other tasks, but shall have adequate time, training, and expertise to perform the required monitoring and documentation. The Principal shall be the contractor's construction field supervisor or assistant field supervisor. The Principal or Alternate shall independently verify compliance with required mitigation measures and shall indicate verification by filling out and signing the appropriate compliance checklist, thereby certifying compliance with all measures.

3. Incidents and Compliance Reporting

Timely reporting of compliance and of any incidents which may result in non-compliance is essential. Contracts for construction and for independent compliance contractors shall

therefore specify that, if the designated construction contractor for an activity determines that any aspect of construction is not in substantive compliance with the mitigation requirements for the activity, the contractor shall immediately take action to remedy the problem. The designated Principal or Alternate shall notify the District within not more than 24 hours following determination that any aspect of construction activity is not in compliance with mitigation requirements, shall explain how the incident has been addressed, and shall provide any other information requested by the District. Following action to address the out-of-compliance incident, the designated Principal or Alternate must complete an "incident report" and submit a copy of the report to the District's project manager within one week of the incident.

4. Mitigation and Monitoring Program Update

The District recognizes that laws, regulations, and policies related to construction activities may change during construction. The District's project manager is responsible for periodically review the status of laws, regulations, and guidelines applicable to their construction activity. The District will implement any new rules in effect at the time of approval.

5. Staff Awareness

Staff must be informed of mitigation and monitoring requirements prior to construction. New staff must be oriented when they come on site. The Principal/Alternate therefore needs to review compliance requirements and monitoring requirements for the job with all personnel on site to ensure that they know the requirements, know the importance of compliance, know that violations must be reported, and know that compliance is a condition of employment on this job. Similarly, a summary list of mitigation and monitoring requirements shall be posted in a conspicuous location at the job site so that they may be referred to at any time.

6. Training

If specialized expertise are necessary for mitigation or monitoring, District staff or the delegated construction contractor shall provide such training to the persons responsible for compliance and/or monitoring. For example, if biological pre construction surveys identify the presence of a special status species, the District shall retain the services of a qualified biologist familiar with this species to provide environmental training for the identification and protection of same.

7. On Going Documentation

Compliance will be monitored on a timely basis, depending on the nature of the activity and the Mitigation requirement. Where appropriate. photo documentation of pre-construction conditions, of activities during construction, of any incidents that may constitute a violation of mitigation requirements, and of post construction conditions are encouraged. However, if photo documentation is adopted as a monitoring tool, it must be used consistently to ensure that there are records of all activities for which compliance must be documented. Labels must be explanatory and contain adequate information about the photographer, date, time, and conditions when the photo was taken. Photo documentation shall be backed up with paper copies and/or records on CD/DVD. District staff may audit records of compliance with mitigation and monitoring requirements at any time and compliance records must be readily available and in good order. Logs of mitigation and monitoring compliance should be maintained and supporting documentation should be provided in parallel to the log. The District and its project manager and other contractors will maintain such records in a form suitable for the required monitoring and reporting. It is anticipated that contractors will generally have appropriate monitoring templates for typical construction activities. In other cases, the format of compliance

monitoring records may be available from the regulatory District approving the monitoring (if any).

8. Mitigation and Monitoring Requirements

The following includes a list of all of the mitigation measures identified in the MND.

AESTHETICS

AESTH–1 : Construction of either CMU block or chain link fence with privacy slats around the well site. Structures including the tank will be painted to match surrounding structures.

AESTH–2 : Permanent lighting at the well site will be designed to minimize impacts to the adjoining neighbors..

AIR QUALITY

AIR-1 : The District will comply with all applicable air quality regulations as determined by the San Joaquin Valley Air Pollution Control District (SJVAPCD) and will implement necessary air pollution prevention BMPs per the SJVAPCD guidelines.

BIOLOGICAL RESOURCES

BIO-1 : Pre-Construction Botanical Surveys. Prior to ground disturbance, a qualified biologist should conduct clearance surveys in potentially suitable habitats that support native vegetation to document the presence of special-status botanical species. Surveys should be conducted within the appropriate blooming season for Bakersfield cactus and San Joaquin woollythreads.

BIO-2 : Special-Status Plants Protection. If special-status plant species are observed during botanical surveys, a no-disturbance buffer of no less than 5 feet from the edge of the root zone should be established to protect the individuals from direct impacts. If there is potential for Bakersfield cactus to occur, all cacti of the genus Opuntia should be identified and avoided to the extent feasible. If listed species are observed, then the appropriate agencies (CDFW, USFWS) should be consulted to determine an approved course of action.

BIO-3 : Pre-Construction Surveys. At least two weeks prior to the start of construction, a qualified biologist should conduct a comprehensive pre-construction survey for special-status wildlife species within the Project footprint and buffer. If a special-status species is observed, the appropriate agencies should be contacted for consultation and to determine an approved course of action.

BIO-4 : Worker Environmental Awareness Training (WEAT). Prior to construction, a Worker Environmental Awareness Training (WEAT) should be prepared and presented to all construction personnel at the start of Project-related activities. The training should discuss special-status species with the potential to occur within the Project footprint, including their regulatory status, description, and habitat requirements, and any sensitive habitat areas that may be encountered. The program should emphasize the importance of minimizing disturbance, and describe the federal, state, and local regulations protecting biological resources and the potential penalties for non-compliance with these laws and statutes.

BIO-5 : Biological Monitor. If special-status wildlife species are detected within the Project area or buffer during pre-construction surveys, a qualified biological monitor should be on-site during all ground-disturbing activities, including vegetation removal. The biological monitor should be the principal agent directing implementation of project mitigation measures, including

administering the WEAT, conducting compliance monitoring and pre-construction surveys, and completing necessary reporting.

BIO-6 : Construction Materials. All construction pipes, culverts and similar structures with a diameter of 4-inches or greater that are stored at the construction site for one or more overnight periods should be thoroughly inspected for wildlife prior to the pipes being moved, buried, capped, or otherwise used. If wildlife is observed, work in the area should stop and the pipe should not be moved; wildlife should be allowed to disperse from the area under its own volition if feasible.

a. If a common wildlife species is observed within a pipe or similar structure, a qualified biologist may capture the animal and relocate it to suitable habitat out of the construction area.

b. If a San Joaquin kit fox is observed within a pipe or similar structure, the USFWS should be notified before any action is taken. If necessary for the safety of the kit fox, under the supervision of a qualified biologist the pipe may be moved only once to remove it from the path of construction activities, until the kit fox has dispersed from the area of its own volition.

BIO-7 : Wildlife Entrapment Hazards. Prior to construction, if feasible, exclusionary fencing (silt or construction fencing) should be installed around work areas where sensitive wildlife species have the potential to occur to prevent individuals from entering the work area.

a. All trenches or holes more than 18 inches in depth that are to be left open overnight should be either securely covered or have wildlife escape ramps installed during non-work hours to prevent entrapment of common and special-status wildlife species.

BIO-8 : General Site Housekeeping. The following best management practices should be employed to protect special-status and common native wildlife.

a. All food-related items such as wrappers, cans, bottles, and food scraps should be disposed of in secure trash containers and removed at least once a week from the construction site.

b. No pets should be permitted at the construction site.

c. Use of rodenticides and herbicides should be restricted in Project areas to prevent primary or secondary poisoning of special-status and common wildlife species and the depletion of important prey species. If rodent control is necessary, a zinc phosphide should be employed to reduce the risk of secondary poisoning.

BIO-9 : Blunt-Nosed Leopard Lizard Protection. Prior to the start of construction, a qualified biologist should conduct a focused reconnaissance survey for blunt-nosed leopard lizard to identify the potential seasonal presence and location of this species within the Project vicinity. If the reconnaissance survey indicates there is potential for seasonal presence of this species within the Project vicinity, specific protective measures should be developed and implemented in consultation with the CDFW and USFWS to identify and avoid and protect blunt-nosed leopard lizards in the Project vicinity. Protocol surveys should follow the methods described in the Approved Survey Methodology for the Blunt-nosed Leopard Lizard, Revised (CDFW 2019e).

a. If blunt-nosed leopard lizards are observed during pre-construction surveys within the Project footprint or buffer, the USFWS and CDFW should be consulted to determine an appropriate course of action.

b. If a blunt-nosed leopard lizard is encountered during Project-related work activities, all work in the vicinity that could result in the direct injury, disturbance, or harassment of the individual should immediately cease and the appropriate agencies should be notified and consulted to determine an approved course of action.

BIO-10 : Swainson's Hawk Protection. No more than 30 days prior to construction, a qualified biologist should conduct surveys of potentially suitable nesting habitats within 1 mile of the Project Area when work is to be conducted within the breeding season (March 1 to October 1).

a. If active nests are identified, a no-disturbance buffer of no less than 0.25 mile should be established around the nest. The nest should be monitored by a qualified biologist until such time as it has been determined that the nest has either successfully fledged or failed.

BIO-11 : Western Burrowing Owl Protection. Within one week prior to construction, a qualified biologist should conduct surveys of potentially suitable habitats within the work area and buffer for western burrowing owls, their burrows and sign, following the most recent survey protocol provided in the Staff Report on Burrowing Owl Mitigation (CDFW 2012).

a. If occupied, non-breeding burrows are observed, a no-disturbance buffer of no less than 160 feet will be established around the burrow. If a burrow is located within 160 feet of the work area, the CDFW should be consulted with to determine an appropriate course of action.

b. If occupied, breeding burrows are observed, a no-disturbance buffer of no less than 300 feet will be established around the burrow. A qualified biologist will monitor the burrow until it has been determined that the nest has either failed or the young have fledged. If a burrow is located within 300 feet of the work area, the CDFW should be consulted with to determine an appropriate course of action.

BIO-12 : American Badger Protection. No more than two weeks prior to construction, a qualified biologist should conduct a survey for active American badger dens in potentially suitable habitats within the Project footprint and buffer.

a. If inactive dens are observed, the biologist should backfill the dens by hand to discourage their reuse.

b. If active non-natal dens are observed, a no-disturbance buffer of not less than 150 feet should be established around the den. If a den is located within 150 feet of the work area, the CDFW should be consulted to determine an appropriate course of action.

c. If active natal dens are observed within the work areas or in the vicinity, a no-disturbance buffer of no less than 300 feet should be established around the den. The qualified biologist should monitor the den to determine when the young have dispersed and the den has been vacated, at which point the den may be backfilled by hand to prevent re-use.

BIO-13 : San Joaquin Kit Fox Protection. No more than two weeks prior to the start of construction, a qualified biologist should conduct surveys of the work area and buffer for signs of San Joaquin kit fox. Any suitable denning locations should be investigated for use; observation of any active dens should result in consultation with the USFWS and CDFW. Surveys should be conducted following the most recent San Joaquin kit fox survey protocol provided in San Joaquin Kit Fox Survey Protocol for the Northern Range, established by the USFWS (1999).

San Joaquin kit fox protective measures should follow the recommendations set forth in the Standardized Recommendations for Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance (USFWS 2011). In accordance with those recommendations, the following measures should be implemented.

a. If potential or known dens are identified during the pre-construction surveys, suitable no-disturbance buffers should be implemented around the dens. No-disturbance zones should be maintained throughout all construction activities and other Project-related activities that have potential to cause disturbance to the kit foxes. Only essential vehicle operation on existing roads and foot traffic should be permitted within the no-disturbance buffer. Upon completion of potentially disturbing activities, all fencing and field markers should be removed.

    i. If a potential or atypical den is observed, a no-disturbance buffer of at least 50 feet in radius should be implemented. The no-disturbance buffer for potential or atypical dens should employ placement of 4 to 5 flagged stakes at a distance of no less than 50 feet from the den entrance.

    ii. If a known den is observed, a no-disturbance buffer of at least 100 feet in radius should be implemented. No-disturbance buffers for known dens should be demarcated by fencing that encircles the den at the appropriate distance and does not hinder kit fox access to the den site. Suitable fencing materials may include the following: untreated wood particle board, silt fencing, orange construction fencing, or other fencing as approved by the USFWS. All fencing must include openings for kit fox ingress and egress.

    iii. If an occupied or unoccupied natal/ pupping den is observed, the USFWS and CDFW will be notified to determine suitable protective measures.

b. If active San Joaquin kit fox dens are observed within the work area or buffer during construction activities, all work should immediately stop and the USFWS and CDFW should be notified. Protective measures for the den should follow those described in BIO-13(a).

c. Disturbance to San Joaquin kit fox dens should be avoided to the extent feasible. If avoidance of the den is not possible, the den may be excavated by hand and backfilled to prevent re-use. The USFWS and CDFW should be contacted prior to the excavation of any potential or known kit fox den; take authorization may be required.

    i. Prior to excavation, the den should be monitored for a minimum of three (3) days using a tracking medium or infra-red beam camera to ensure the den is vacant. If the den is known to be vacant, the den should be fully excavated, backfilled with native soil and compacted to ensure kit foxes cannot re-enter the den during construction activities.

    ii. Natal/pupping dens should not be disturbed or destroyed; such action requires take authorization from the USFWS and CDFW. Destruction may be authorized only after the pups and adults have naturally dispersed from the den and only after agency consultation.

d. If a San Joaquin kit fox is encountered during Project activities, all work that could result in a direct injury, disturbance, or harassment should immediately cease and the designated biologist should be notified.

e. If a San Joaquin kit fox is inadvertently entrapped, killed, or injured during Project-related activities, the CDFW and USFWS should be notified by phone immediately.

f. In addition to the immediate notification described in (e), if a San Joaquin kit fox is inadvertently injured or killed during Project-related activities, the CDFW and USFWS should be notified in writing within three (3) working days of the incident. The notification should include the date, time, and location of the incident or finding, and any other pertinent information.

BIO-14 : Tipton Kangaroo Rat Protection. No more than two weeks prior to construction, a qualified biologist should conduct surveys within the Project footprint and buffer to identify potential kangaroo rat burrows. Where potential burrows are identified, a live-trap survey should be conducted following the methods provided in the USFWS-approved Survey Protocol for Determining Presence of San Joaquin Kangaroo Rats (2013). If any Tipton kangaroo rats are identified during surveys, consultation with the USFWS and CDFW should be conducted to determine an approved course of action.

a. If any Tipton kangaroo rats are observed during work activities, all work in the vicinity should immediately stop and the appropriate agencies (CDFW, USFWS) should be contacted for consultation. If uninvestigated kangaroo rat burrows are observed during construction, work in the vicinity should stop and appropriate live-trap surveys should be conducted to confirm the species.

BIO-15 : Nesting Birds Protection. When construction activities will occur during the migratory bird breeding season (February 1 through August 31), a qualified biologist should conduct a nesting bird survey of the Project footprint and a minimum of a 300-foot adjacent buffer no more than 1 week prior to the start of construction or vegetation clearing activities.

a. If any active nests are identified within the Project footprint or buffer, a no-disturbance buffer should be established, measuring no less than 300 feet for nesting raptors, and 150 feet for all other species. A qualified biologist should monitor the nest for progress, until such time as the nest has been determined to have failed or successfully fledged.

b. All vegetation clearing activities required by the Project should be conducted outside the breeding bird season to the extent feasible. Where vegetation clearing must be conducted within the breeding bird season, these activities should be preceded by a nesting bird survey conducted by a qualified biologist no more than one (1) week prior to the start of vegetation clearing. Vegetation clearing activities within suitable nesting bird habitat also should be monitored by a qualified biologist.

CULTURAL RESOURCES

CULT-1 : Prior to construction, a qualified archeologist will develop and implement a Worker Environmental Awareness Program.

CULT-2 : A qualified archeologist will conduct a reconnaissance level cultural resources survey of the areas within the project were ground disturbance will occur.

GEOLOGY AND SOILS

GEO-1 : Construction contractor will be required to develop and implement a storm water pollution prevention plan (SWPPP) in accordance with the State of California Construction General Permit Guidelines.

NOISE

NOISE-1 : Well Drilling contractor will be required to provide sound barriers during night time well drilling operations to minimize noise levels for the adjoining neighbors.

TRAFFIC

TRA-1 : Construction contractor will be required to develop and implement a traffic control plan in accordance with local, State, and Federal requirements.

CONSOLIDATION AND WATER SERVICE AGREEMENT BETWEEN EAST NILES COMMUNITY SERVICES DISTRICT AND DEL ORO WATER COMPANY – COUNTRY ESTATES

THIS AGREEMENT is made as of the day of November 13 2024, for identification purposes only, by and between **East Niles Community Services District**, a Community Services District formed and operating pursuant to the Community Services District Law, as set forth in California Government Code section 61,000 et seq. ("DISTRICT"), and **Del Oro Water Co., INC., Country Estates District**, Water System Number 1500314, a California Corporation ("DEL ORO").

RECITALS

A. DISTRICT is a public agency organized and operating as a community services district, and existing under the laws of the State of California. DISTRICT's service area is described in the document attached hereto as Exhibit "A" and incorporated herein by this reference.

B. DEL ORO is a California corporation organized and operating for the purpose of providing water to its customers under the laws of the State of California. DEL ORO is the owner of the property commonly referred to as Del Oro Water Co., INC., Country Estates District, and presently provides water service to its customers of DEL ORO's service area, as described in the document attached hereto as Exhibit "B" and incorporated herein by this reference.

C. DEL ORO is under the authority of the California Public Utilities Commission ("PUC").

D. It has been determined by the State of California Water Resources Control Board ("SWRCB"), Division of Drinking Water, that the water provided by DEL ORO does not meet the standards of the SWRCB. DISTRICT has obtained funding from the SWRCB's Division of Financial Assistance (Agreement No. SWRCB0000000000D2002050) to conduct investigations and to prepare technical, environmental, legal, and other documents to determine and prepare for improvements to the DEL ORO Water System and to construct the necessary improvements that will bring it into compliance with all applicable laws and regulations, with the consolidation of DEL ORO into the DISTRICT (the "Consolidation") being a condition to receiving that funding.

E. In connection with the Consolidation, DEL ORO's service area will be annexed to, and combined with, DISTRICT's service area, and DISTRICT will thereafter provide water service to DEL ORO's existing active connections and future service connections within the boundaries of Exhibit "B." In addition to said annexation and as part of the Consolidation, DEL ORO will transfer to DISTRICT those certain easements described in the document attached hereto as Exhibit "C". DEL ORO understands that DISTRICT will not acquire any assets of DEL ORO other than the assets and easements transferred pursuant to this Agreement. Any remaining assets of DEL ORO not transferred pursuant to this Agreement will be abandoned and all costs associated with said abandonment are eligible for reimbursement. Following the Consolidation of DEL ORO

and DISTRICT, DEL ORO will relinquish its Water Supply Permit.

F. DISTRICT is in agreement with the proposed Consolidation, as set forth herein, so long as the funding to be provided by the SWRCB is obtained to modify, repair, and/or replace the non-compliant portions of the DEL ORO Water System and to provide sufficient improvements to the DISTRICT's water system so as to allow the DISTRICT to serve the DEL ORO service area without detriment to DISTRICT's existing customers.

G. DISTRICT's Funding Agreement No. SWRCB0000000000D2002050 with the SWRCB's Division of Financial Assistance ("Funding Contract") includes construction monies ("the Fund") to be used for the construction of facilities necessary to bring the DEL ORO Water System into a condition deemed appropriate by DISTRICT for it to assume the operation and control thereof, to improve DISTRICT's water system (including but not limited to well(s), storage tanks, pump station(s), pipelines, treatment facilities, controls and monitoring system, etc.), to reimburse and/or fund DISTRICT for its actual eligible costs, deposits, and property purchases, in accordance with the terms and conditions set forth in the Funding Contract, in connection with the Consolidation.

H. The Project materials submitted by DISTRICT to the SWRCB, as described in Recital "F," are ongoing and in various stages of analysis and review, subject to final SWRCB approval.

I. The purpose of this Agreement is to set forth the terms and conditions of the Consolidation, under which DISTRICT will assume the obligation to supply domestic water service to the area currently being served by DEL ORO, subject to full and complete satisfaction by DISTRICT and DEL ORO of all requirements and conditions necessary to comply with the Funding Contract, including said Parties' execution of this Agreement.

J. This proposed consolidation is agreed to by the Parties without the DISTRICT exercising its power of eminent domain.

COVENANTS AND AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS, REPRESENTATIONS, AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. **TRANSFER OF DEL ORO ASSETS.** Subject to the terms and conditions set forth in this Agreement, upon the Closing (as defined in Section 3(a), below), DEL ORO agrees to convey, transfer, assign, and deliver to DISTRICT, and DISTRICT agrees to accept from DEL ORO, all of the real property described on Exhibit "C," which are collectively referred to herein as the "Assets," including, without limitation, the following:

(a) All water rights of whatever nature held, owned, and/or possessed by, or otherwise existing in the name of, DEL ORO;

(b) All financial records, accounts receivable, maps, reports, operating and building records, permits and licenses, warranties, agreements, policies, and other documentation in regard to the financial condition and operation of DEL ORO;

(c) Customer list(s) and property owner(s) records of all persons and/or entities who are members of DEL ORO and/or to whom DEL ORO presently supplies water;

(d) DEL ORO's cash reserves, cash receivables, cash equivalents, prepaid insurance, and other assets, if any, which may be utilized by DISTRICT at its sole discretion to assist former customers of DEL ORO with the cost of any relocation of service lines to accommodate the Project, which otherwise will be the sole financial responsibility of such former customers of DEL ORO;

(e) Pursuant to California Civil Code section 954, any and all settlements, claims, demands, actions, causes of action, obligations, liens, damages, and liabilities of any nature whatsoever, known or not known, suspected or claimed, past, present, or future, relating to or arising out of any act, cause, matter or thing stated, claimed, or alleged or that could have been stated, claimed, or alleged by DEL ORO against any person or entity, including but not limited to those related to the causation of any damages of any type or character to any Assets to be transferred hereunder and/or to the water supply used by DEL ORO, and including but not limited to claims related to 1, 2, 3-trichloropropane (TCP); and

(f) All real property, water wells, water transportation facilities, water treatment facilities and appurtenant structures.

A listing and inventory of the Assets to be transferred pursuant to this Agreement include, and are limited to, all real property described on Exhibit "C," and those assets listed in Section 1 herein. The Assets specifically known to DEL ORO shall be itemized and approved by both Parties prior to the Close of Escrow.

2. **WATER SERVICE TO DEL ORO CUSTOMERS.** In connection with the Consolidation, DISTRICT, as the surviving entity, upon the Closing, shall assume the obligation to provide water service to eligible persons and entities within the DEL ORO service area, including DEL ORO's customers and their properties, subject to each person's or entity's compliance with DISTRICT's existing and future rules, regulations, and policies for water service, and specifically including payment for services and providing all necessary information to allow DISTRICT to set up customer accounts for such persons or entities.

3. **ESCROW.**

(a) Within five (5) days of execution of this Agreement, DISTRICT and DEL ORO shall open an escrow at _____ ("Escrow Holder").

Escrow charges for this service shall be paid by DEL ORO, subject to reimbursement under the Funding Contract. The escrow closing date ("Closing" or "Close of Escrow") shall be the later of the dates upon which all of the following have occurred: (1) all work on DEL ORO Project Components are completed, as acknowledged by DEL ORO and DISTRICT and water service can be provided to the DEL ORO service area, (2) final annexation of the DEL ORO service area into the DISTRICT by LAFCo, or (3) provision of water service by DISTRICT as specified in Section 2, above; provided however the Parties may mutually agree in writing to modify the date of Closing. As part of the same escrow, DEL ORO shall convey by Grant Deed its interest in all of DEL ORO's real property identified in Exhibit "C."

(b) Property taxes and assessments on any of the Assets shall be prorated by Escrow Holder between DEL ORO and DISTRICT as of the Closing, based on the most current statements and information available to the Parties. All property or other taxes payable in connection with any DEL ORO assets being transferred hereunder shall be prorated and those taxes applicable to times prior to the Closing shall be paid by DEL ORO outside of escrow or be paid through the escrow in connection with the Closing.

(c) With respect to DEL ORO's real property, DEL ORO shall pay any documentary transfer tax. DEL ORO shall also pay the fee for the recording of the Grant Deed(s) and the premium for the CLTA Owner's Policy. The Parties acknowledge that any such transfer taxes and recording fees and all other Escrow costs are considered to be reimbursable under the Funding Contract and DISTRICT shall cooperate with DEL ORO in obtaining reimbursement of those costs in advance of the Closing, to the extent possible.

4. **DEL ORO OBLIGATIONS AND LIABILITIES.**

(a) It is expressly understood and agreed that DISTRICT shall not be liable for any debts, obligations, or liabilities of DEL ORO of any kind or nature, other than those specifically assumed by DISTRICT in this Agreement. DISTRICT specifically does not assume any of DEL ORO's liabilities or obligations, existing or contingent, known or unknown, except for the water service obligations set forth in Section 2 of this Agreement. Further, DEL ORO recognizes, understands, and acknowledges that DEL ORO shall continue to be responsible for any and all obligations of DEL ORO, including but not limited to accounts payable that exist as of Closing and any obligation for outstanding back taxes. DEL ORO hereby agrees to hold harmless and indemnify DISTRICT for all loss, expenses, damages, and costs arising from or in connection with DEL ORO's liabilities or obligations not assumed pursuant to this paragraph.

(b) DEL ORO understands and agrees that DEL ORO is solely responsible for providing the PUC with a fully executed copy of this Agreement and all necessary documentation that the PUC may require to approve the consolidation intended by this Agreement. In the event DEL ORO fails to obtain the necessary approval from the PUC, this Agreement shall be terminated. DEL ORO shall be fully responsible for all costs associated with this obligation.

5. **CONDITIONS PRECEDENT.** The following shall be conditions precedent to DISTRICT's responsibility to perform its obligations under this Agreement:

(a) On or before five (5) days after the opening of escrow, DEL ORO shall provide, at DEL ORO's cost, a preliminary title report ("PTR") issued by a title insurance company reflecting the status of the title in DEL ORO's water rights which may exist, real estate, leasehold interest, easements, and such other real property assets which are included in the Assets being transferred hereunder. Within ten (10) business days after receipt of the PTR, DISTRICT shall notify DEL ORO, in writing, of any title exceptions within the PTR which DISTRICT disapproves. As to any items disapproved by DISTRICT, DEL ORO shall thereafter have a period of thirty (30) days in which to cure or remove the same. At the end of the thirty (30) day period, DEL ORO shall notify DISTRICT, in writing, of any disapproved title exception which DEL ORO is unable to cause to be removed or insured against prior to or at Closing, and DISTRICT shall then, within ten (10) business days thereafter, elect, by giving written notice to DEL ORO and Escrow Holder (i) to terminate the Agreement, (ii) to waive its disapproval of such exceptions, in which case, such exception shall be deemed approved. In the event any lien or encumbrance is recorded against any DEL ORO property after delivery of the PTR to DISTRICT, DEL ORO agrees to remove or cause to be removed such lien or encumbrance prior to the Close of Escrow;

(b) A title company shall stand ready to issue at the Closing a CLTA Owners' Policy or Title Insurance (the "Title Policy") on all of DEL ORO's real property together with endorsements reasonably requested by DISTRICT with liability equal to the fair market value of the real property, subject to the exceptions permitted by DISTRICT and the general and special taxes and assessments not then delinquent and lien, if any, for current real property taxes for the fiscal year in effect at the time of the Closing;

(c) DEL ORO's service area is to be annexed into DISTRICT, with funding for same to be pursuant to the Funding Contract, and at no cost to DISTRICT. In connection with the Closing of the Consolidation, the Parties shall file with the Local Agency Formation Commission for Kern County ("LAFCo") notice of the Consolidation and/or other documents as may be required by LAFCo, along with a map showing DISTRICT's post-

Consolidation combined service area;

(d) Within sixty (60) days after the execution of this Agreement, DEL ORO shall provide any necessary Board of Directors' resolutions authorizing the transfer of the water purveying business and Assets to DISTRICT and annexation of DEL ORO's service area into the DISTRICT;

(e) There shall be no material breach of any of DEL ORO's representations, warranties, and covenants set forth in Paragraphs 7 and 8 of this Agreement as of the Closing;

(f) DEL ORO shall have delivered to the Escrow Holder the items described in Paragraph 10 of this Agreement;

(g) Full and complete satisfaction by DISTRICT and DEL ORO of all requirements and conditions necessary to secure the Funding Contract;

(h) Receipt by DISTRICT of the fully executed Funding Contract; and

(i) Construction of DEL ORO Project Components to the satisfaction of DISTRICT in the exercise of its reasonable discretion without any legal challenge thereto.

The conditions set forth in this Section are solely for the benefit of DISTRICT and may be waived only by DISTRICT. DISTRICT shall, at all times prior to the termination of this Agreement, have the right to waive any term of this Agreement and shall have the right to waive any of these conditions; provided that such waiver is in writing.

6. **TAXES.** To the extent applicable, DEL ORO agrees to pay all taxes, if any, levied with respect to the transfer of Assets for any taxable period falling entirely within the period before the Closing. DEL ORO shall be responsible for such taxes, through the Closing. DISTRICT will be responsible for all taxes on the Assets accruing on or after Closing. The DISTRICT shall not be responsible for any business, occupation, withholding, or similar tax, or any taxes of any kind related to any period before the Closing, including any income taxes representing DEL ORO's liability for operation of the business prior to the Closing.

7. **COMPENSATION TO DEL ORO FOR ASSETS.** In consideration for the conveyance of assets as set forth above in Section 1, DEL ORO will receive from grant funds the amount of Three Hundred Forty Thousand and No/100 Dollars ($340,000.00) ("Purchase Price"). The DISTRICT shall be under no obligation to pay the Purchase Price, or any amount, to DEL ORO unless and until the Purchase Price is received by the DISTRICT from the State of California pursuant to SWRCB's Division of Financial Assistance (Agreement No. SWRCB0000000000D2002050). Upon receipt of the Purchase Price from the State of California, said funds will be placed by the DISTRICT in the Escrow account. DEL ORO will receive the agreed upon funds at Closing. In the event the DISTRICT does not receive the funds designated to be transferred as the Purchase Price, this Agreement shall be terminated, and the DISTRICT

shall have no obligation to acquire, obtain, or consolidate the DEL ORO water system.

8. **REPRESENTATIONS AND WARRANTIES.** DEL ORO represents and warrants to DISTRICT that the following matters are true and correct as of the execution of this Agreement and will also be true and correct as of the Closing:

(a) DEL ORO has all necessary corporate powers to own its own properties and to carry on its business as now owned and operated by DEL ORO;

(b) DEL ORO is a corporation, duly organized, validly existing and in good standing under the laws of the State of California. DEL ORO has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons are necessary in connection therewith, except as specified in subdivision (e), below;

(c) All of the documents executed by DEL ORO which are to be delivered to DISTRICT at the Closing date shall have been duly authorized, executed, and delivered by DEL ORO and will be legal, valid, and binding obligations of DEL ORO enforceable against DEL ORO in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting Parties generally), and will not violate any provisions of any agreement to which DEL ORO is a party or to which it is subject;

(d) There are no undisclosed liabilities, debts, or other obligations of DEL ORO outstanding, or in any way left unresolved, as of the date of this Agreement;

(e) DEL ORO's Board of Directors have authorized and approved the Consolidation, including authorizing DEL ORO to enter into this Agreement and have authorized DEL ORO to perform its other obligations as set forth in this Agreement;

(f) The zoning of DEL ORO's real property, representing the facilities for DEL ORO's water purveying business, permits the presently existing improvements and the continuation of the business presently being conducted on the subject property;

(g) Exhibit "C" to this Agreement, describes the real property to be transferred pursuant to this Agreement. No real property set forth in Exhibit "C" is held under any lease, security agreement, conditional sales contract, or other title retention of security arrangement or is located other than in the possession of DEL ORO on DEL ORO's business premises;

(h) DEL ORO is and will be at Closing the sole fee owner of DEL ORO's real

property described on Exhibit "C," and now has and will at Closing have full right, power, and authority to enter into this Agreement and to sell, convey, and transfer such real property and all rights appurtenant thereto to DISTRICT, free and clear of any and all liens, encumbrances, restrictions, conditions, covenants, assessments, defects, claims encroachments, or exceptions (other than those approved by DISTRICT in or pursuant to Paragraph 5(a) hereof) and to carry out each and every one of DEL ORO's obligations hereunder;

(i) DEL ORO has not previously assigned, transferred, or conveyed in any manner whatsoever all or any portion of the Assets which are the subject of this Agreement, or any interest therein;

(j) Except as set forth herein, there are no pending or, to DEL ORO's best knowledge, threatened claims, proceedings, lawsuits, or allegations of any kind, whether for taxes or otherwise, concerning DEL ORO or the Assets or the Consolidation. At the Closing, DEL ORO will not be in default under any agreements, encumbrances, or instruments pertaining to DEL ORO or the Assets;

(k) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not, to DEL ORO's best knowledge: (i) violate any provisions of, or require any consent, authorization, or approval under any law, administrative regulation, any order, award, judgment, writ, injunction, or decree applicable to, or any governmental permit or license issued to, DEL ORO relating to the Assets; or (ii) result in the creation of any lien, charge, or encumbrance upon the Assets;

(l) To DEL ORO's best knowledge, neither DEL ORO nor any third party has used, generated, manufactured, refined, produced, processed, stored, or disposed of on, under, or about DEL ORO's real property, or transported to or from the real property, any hazardous materials, nor does DEL ORO intend to use the real property in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing, or transporting hazardous materials. For the purposes hereof, "hazardous materials" shall mean any flammable explosive, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, or related materials, including, without limitation, any substances currently considered as such by the general public and/or currently defined as or included in the definition of "hazardous substances," "hazardous material," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 8601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq.; and in the regulations

adopted, published, and/or promulgated pursuant to said laws;

(m) If and to the extent DEL ORO has any employees, DEL ORO has no existing employment contracts with any of its employees. All personnel are presently employed on an hourly wage basis, and DEL ORO provides no fringe benefits which may present a continuing liability to DISTRICT as a condition to retained employment or present personnel. There is no pending or threatened labor dispute, strike, or work stoppage affecting DEL ORO's business. DISTRICT shall not assume any liability in regard to employee benefits of any nature whatsoever with respect to any current or prior DEL ORO employee. DISTRICT shall not be obligated to retain any DEL ORO employee, consultant, independent contractor, or other representative or agent;

(n) DEL ORO has complied with, and is not in violation of, any applicable federal, state, or local statute, law, or regulation, including, without limitation, any applicable building, zoning, or other law, ordinance, or regulation, and is not presently involved in any action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending, which may impose some liability or lien upon DEL ORO's business, the assets therein, or restrictions thereof. Except as disclosed to DISTRICT during its due diligence, DEL ORO is not aware of any defects in the Water System or instrumentalities comprising its business;

(o) All federal, state, and local income, real, personal, and any other tax returns with respect to the operation and Assets of DEL ORO which are required to be filed or paid, have been filed or will be filed within thirty (30) days after Closing, and DEL ORO has paid or caused to be paid, or will timely pay, to the respective taxing authorities all taxes as shown on such returns, or on any assessment received by it, to the extent that such taxes have become due. DEL ORO knows of no proposed tax or assessments against DEL ORO or the Assets; and

(p) All representations and warranties of DEL ORO set forth in this paragraph, and in any written statements delivered to DISTRICT under this Agreement, will also be true and correct as of the Closing as if made on that date and shall survive the Closing.

9. **COVENANTS.** DEL ORO hereby covenants with the DISTRICT as follows:

(a) After the date hereof and prior to the Closing, no part of the Assets, or any interest therein, will be sold or otherwise transferred or encumbered, other than in the ordinary course of DEL ORO's business, without DISTRICT's prior written consent;

(b) DEL ORO authorizes DISTRICT to act on DEL ORO's behalf, as may be necessary in connection with the Funding Contract and any related financing issues concerning the State Water Resources Control Board and the financial assistance it is providing;

(c) Except with respect to this Agreement and such other contracts and agreements as are necessary to cause the completion of the transaction contemplated herein, no leases, contracts, agreements, or commitments (collectively, "Submittals") shall be executed which shall bind the Assets or DEL ORO without the prior written approval and consent of DISTRICT, which consent and approval may be withheld in the reasonable discretion of DISTRICT;

(d) DEL ORO agrees that any alteration, modification, or addition to the Water System must be approved in writing by DISTRICT. DEL ORO will carry on its business activities diligently and will not become delinquent in the payment of any accounts payable;

(e) No default of DEL ORO shall be permitted to occur under any contract or agreement by which DEL ORO is or may be bound, which default will materially and adversely affect this Agreement;

(f) DEL ORO shall promptly notify DISTRICT of any asserted and/or threatened claim which directly or indirectly materially affects or could affect DEL ORO, its Assets, or this Agreement; and

(g) DEL ORO shall continue to insure all of its assets and business providing the customary coverage, including property damage and loss of income by fire or other casualty, and adequate insurance protection against all liabilities, claims, and risks customarily insured in DEL ORO's type of business, up to the Closing.

10. **ACCESS.** DISTRICT and its counsel, accountants, engineers, consultants, and other agents and representatives shall have full access during normal business hours, upon at least twenty-four (24) hours' notice, to all properties (real and personal), books, accounts, records, contracts, and documents of or relating to DEL ORO Water Co., INC., Country Estates District. DISTRICT, its agents and representatives shall be entitled to enter onto any real property owned by DEL ORO Water Co., INC., Country Estates District to carry out the intent of this Agreement. DEL ORO Water Co., INC., Country Estates District shall furnish, or cause to be furnished, to DISTRICT and its representatives, all data and information concerning the business, finances, and properties of DEL ORO Water Co., INC., Country Estates District that may reasonably be requested.

11. **CLOSING DOCUMENTS.** At least one (1) business day before the Closing, DEL ORO shall deliver or cause to be delivered to DISTRICT or Escrow Holder the following:

(a) A certificate issued by the Secretary of State of California showing that it is a corporation presently in good standing under the laws of the State of California;

(b) An Entity Status Letter from the California Franchise Tax Board showing DEL ORO is in good standing with the Franchise Tax Board;

(c) A Resolution of DEL ORO's Board of Directors confirming the Executive Officers of DEL ORO authorized and approved this Agreement;

(d) DEL ORO agrees to furnish to DISTRICT a Clearance Certificate from the California State Board of Equalization and the Department of Employment Development, and any related certificates that DISTRICT may reasonably request as evidence that all sales, use, employment, and other taxes of DEL ORO accruing before Closing of Escrow had been fully satisfied or provided for;

(e) DEL ORO shall deliver, or cause to be delivered, to DISTRICT, if applicable, instruments of assignment and transfer, such as a bill of sale, transferring all personal properties of DEL ORO of every kind and description, including, but not limited to, leasehold improvements, pipes, and pumping equipment supplies and other property, both tangible or intangible, which form or forms shall be satisfactory to DISTRICT;

(f) A grant deed, executed by DEL ORO, in recordable form, conveying DEL ORO's interests in the real property, as described on Exhibit "C," to DISTRICT, free and clear of all claims, liens and encumbrances, except exceptions permitted hereunder;

(g) Evidence from the California Secretary of State showing no financing statements filed on or against DEL ORO or DEL ORO's Assets; and

(h) Any additional instrument(s), signed and properly acknowledged by DEL ORO, if appropriate, as necessary to comply with this Agreement and to consummate the transaction contemplated by this Agreement.

12. **POSSESSION AFTER CLOSING.** Upon Closing, DEL ORO, through its officers, agents, and employees, will put DISTRICT into full possession and enjoyment of the Assets and all properties necessary to carry out the intent of this Agreement.

13. **INDEMNITY.** DEL ORO shall indemnify, defend, and hold harmless DISTRICT against and with respect to any and all claims, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees that it shall incur or suffer, which arise, result from, or relate to any breach of, or failure by DEL ORO or DEL ORO's customers or members to perform, any of DEL ORO's representations, warranties, covenants, or agreements in this Agreement or in any schedule, certificate, exhibit, or

other instrument furnished or to be furnished by DEL ORO under this Agreement. In addition, DEL ORO shall indemnify and hold DISTRICT harmless from and against any and all liabilities, obligations, claims, charges, or activities related to DEL ORO prior to the Closing, regardless of whether such actions are currently known or unknown. DEL ORO specifically indemnifies and holds DISTRICT harmless from any and all liabilities, obligations, claims, or charges related to any liabilities of the business, or otherwise incurred, whether known or unknown, prior to the Closing. The Parties acknowledge that upon Closing, DEL ORO's Assets, as defined in Section 1 of this Agreement, including those set forth in Exhibit "C" and the Holdback Monies will be transferred to DISTRICT. If any liability of DEL ORO arises after Closing for a pre-Closing obligation, DEL ORO will cooperate with DISTRICT in raising funds from former DEL ORO members with respect to the satisfaction of any such liability, but it is agreed between the Parties hereto that DISTRICT shall not be responsible for any such obligation(s) of DEL ORO or its members.

14. **BROKERS.** Each of the Parties represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement, and insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions.

15. **PROJECT AND PROGRESSION.**

(a) It is hereby acknowledged and understood that the Water System facilities currently being utilized by DEL ORO in its service area are in need of modification, repair, or replacement in order to meet DEL ORO's customers demand, capability, and other requirements. DEL ORO hereby acknowledges that DISTRICT would not have entered into this Agreement if DISTRICT would be required, at its cost and expense, to modify, repair, or replace any part of DEL ORO's Water System, or create any other improvement(s) necessary to provide water service to the DEL ORO service area. The Parties hereto understand that this Agreement contemplates that the monies to be received from the Funding Contract will fully fund all Project costs and Escrow costs, including improvements to both DEL ORO's Water System and DISTRICT's water distribution system and related facilities. DEL ORO understands and acknowledges that the costs of the Project shall include fees and expenses for engineering, attorneys, accountants, financial consultants, bond discount, annexation, and other soft cost expenses, in addition to preconstruction matters and construction work described in the Funding Contract.

(b) Unless expressly disallowed under the Funding Contract, in the event that the monies received by DISTRICT from the Funding Contract do not fully fund all Project costs, DISTRICT shall have the right, at its sole discretion and option, to rescind and cancel this Agreement, in which case DISTRICT shall return all DEL ORO Assets and any liabilities to DEL ORO and DEL ORO shall thereafter have all responsibility for such Assets and liabilities, and shall assume all of DISTRICT's obligations under any and all

construction contracts for the Project Components and shall as soon as practicable make arrangements to pay DISTRICT for all of such Project costs not reimbursed to DISTRICT under the Funding Contract. To exercise this right of rescission, DISTRICT shall notify DEL ORO of DISTRICT's election to rescind this Agreement by written notice; provided that before DISTRICT exercises its right to rescind this Agreement, the Parties shall meet and confer in an attempt to resolve any issues concerning the funding of the Project costs. In the event the Parties are not able to resolve the funding issues within forty-five (45) days after their initial meet and confer meeting, DISTRICT may then rescind this Agreement. In the event of such a rescission, the physical condition of the DEL ORO Water System at the time of such transfer shall be as-is, where-is, without representation or warranty.

16. **MISCELLANEOUS.**

(a) This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(b) This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns. Headings are for convenience only, and shall not be used to limit, modify, or interpret the provisions of this Agreement.

(d) If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, and venue for any such action shall be in the Kern County Superior Court.

(e) DISTRICT may, on or before the Closing, terminate this Agreement without liability to DEL ORO for any of the following:

(i) Breach by DEL ORO of any term or condition on this Agreement or any failure of any of the conditions precedent contained in Section 5 of this Agreement; or

(ii) If any bona fide action or proceeding shall be pending against either party on the Closing that could result in an unfavorable judgment, decree, or order that would hinder, prevent, or make unlawful the carrying out of this Agreement; or

(iii) If the legality and sufficiency of any or all steps taken or to be taken by the Parties and either customers in carrying out this Agreement shall not have been approved, as may be required, by appropriate governmental authority; or

(iv) If upon the proposed Closing, one party is unable to proceed and consummate the transaction and there is no written agreement to extend said date between the Parties: or

(v) It reasonably appears there will be insufficient funds from the Funding Contract to complete all of the Project; or

(vi) Any other reason contained within this Agreement.

(f) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first-class mail, and properly addressed as follows:

DISTRICT
East Niles Community Services District
1417 Vale St.
Bakersfield, CA 93306

DEL ORO
Janice Hanna, Director of Corporate Accounting
Del Oro Water Company
Drawer 5172
Chico, CA 95927

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of California.

(h) DEL ORO, at any time before Closing, will execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances,

documents, and instruments of transfer reasonably requested by DISTRICT, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by DISTRICT for the purpose of carrying out the intent of this Agreement.

(i) Each of the signatories below represents and warrants that he or she has full right, power, and authority to execute and bind his or her respective party to the covenants, conditions, and requirements set forth in this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed on the day and year first above written.

EAST NILES COMMUNITY SERVICES DISTRICT

Signed: _____

By: William C. McCalla, President

DEL ORO WATER COMPANY

Signed: _____

By: Robert S. Fortino, Chief Executive Officer

EXHIBIT LIST

EXHIBIT "A" – DESCRIPTION OF DISTRICT'S SERVICE AREA

EXHIBIT "B" – DESCRIPTION OF DEL ORO'S SERVICE AREA

EXHIBIT "C" – DESCRIPTION OF REAL PROPERTY TO BE TRANSFERRED TO DISTRICT

EXHIBIT A

EAST NILES COMMUNITY SERVICES DISTRICT

1000 0 1000 2000
SCALE IN FEET

DISTRICT BOUNDARY MAP
NOVEMBER 2009

LEGEND

- EAST NILES CSD BOUNDARY
- BAKERSFIELD CITY LIMITS
- KCWA ID4 BOUNDARY
- SPHERE OF INFLUENCE

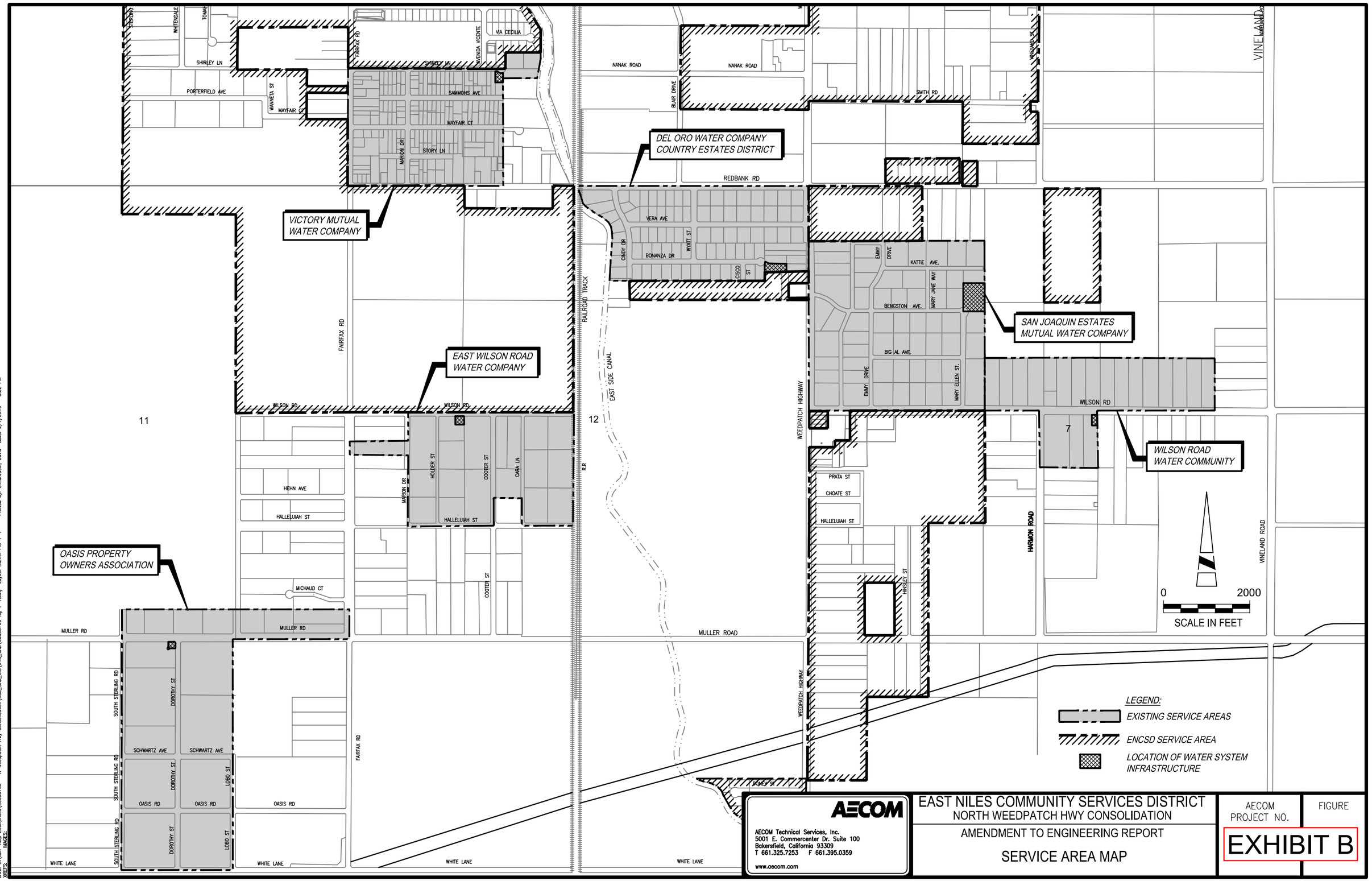
R. 2 W.
R. 2 E.

T. 29 S.
T. 30 S.

HIGHWAY 178
OSWELL ST
FAIRFAX RD
COLLEGE AVE.
KERN CANYON RD.
EAST NILES ST.
PIONEER DR
MORNING DRIVE
MILLS DR
BRECKENRIDGE ROAD
EDISON HIGHWAY
BRUNDAGE LANE
HIGHWAY 58
STERLING RD
WEEDPATCH HIGHWAY
VINELAND ROAD
EDISON RD.
REDBANK RD
WILSON RD
MULLER RD
WHITE LANE
MALAGA RD
COMANCHE DR.
TEJON HIGHWAY

AECOM Water | AECOM

DWG: S:\East Nles Community Services District_Drawings\ENCSD_sphere.dgn
DATE: Nov 12, 2009 10:05am USER: gfolsom
XREFs: T06642-01.tif T06642-02.tif T06642-03.tif T06642-04.tif T06642-05.tif



AECOM
AECOM Technical Services, Inc.
5001 E. Commercenter Dr. Suite 100
Bakersfield, California 93309
T 661.325.7253 F 661.395.0359
www.aecom.com

EAST NILES COMMUNITY SERVICES DISTRICT
NORTH WEEDPATCH HWY CONSOLIDATION
AMENDMENT TO ENGINEERING REPORT
SERVICE AREA MAP

AECOM PROJECT NO.

FIGURE
EXHIBIT B

DWG: S:\Self-Help Enterprises\60595760 - N Weedpatch Hwy Consolidation\900_CAD_GIS\910_CAD\60595760 fig 1-1.dwg Layout Name: FIG 1-1 - Plotted by: Ghilarducci, David Date: 2/7/2019 - 3:22 PM
XREFS:
IMAGES:

Exhibit C
ENCSD North Weedpatch Highway Water System Consolidation
Summary of Existing Water System Assets

Del Oro Water Company Country Estates - Water System CA1500314

Wells	Property (APN)	System Facilities
Well 03 - Cindy	173-280-05-00-8	40,000 gallon storage tank
Well 01 - inactive (abandoned?)	173-280-06-00-1	2 - Booster pumps
	173-313-08-00-6	Hydropneumatic tank
		Well pump and motor
		Water meters on all connections

East Wilson Road Water Company - Water System CA1502699

Wells	Property (APN)	System Facilities
Well 01 - active	173-291-08	21,000 gallon storage tank
		2 - Booster pumps
		2 - Hydropneumatic tanks
		Well pump and motor

Oasis Property Owners Association - Water System CA1500585

Wells	Property (APN)	System Facilities
Well 1 - inactive	None - Easements only	3 - 20,000 gallon storage tanks
Well 2 - standby		2 - Booster pumps
Well 3 - active		Hydropneumatic Tank
		2 - Well pumps and motors

San Joaquin Estates Mutual Water Company - Water System CA1500575

Wells	Property (APN)	System Facilities
Well 1 - active	177-343-06-00-7	52,000 gallon storage tank
		2 - booster pumps
		Hydropneumatic tank
		Well pump and motor

Wilson Road Water Company - Water System CA1500494

Wells	Property (APN)	System Facilities
Well 1 - active	177-181-12-00-4	2 - 10,000 gallon storage tanks
		2 - booster pumps
		Hydropneumatic tank
		Well pump and motor

Victory Mutual Water Compay - Water System CA1500231

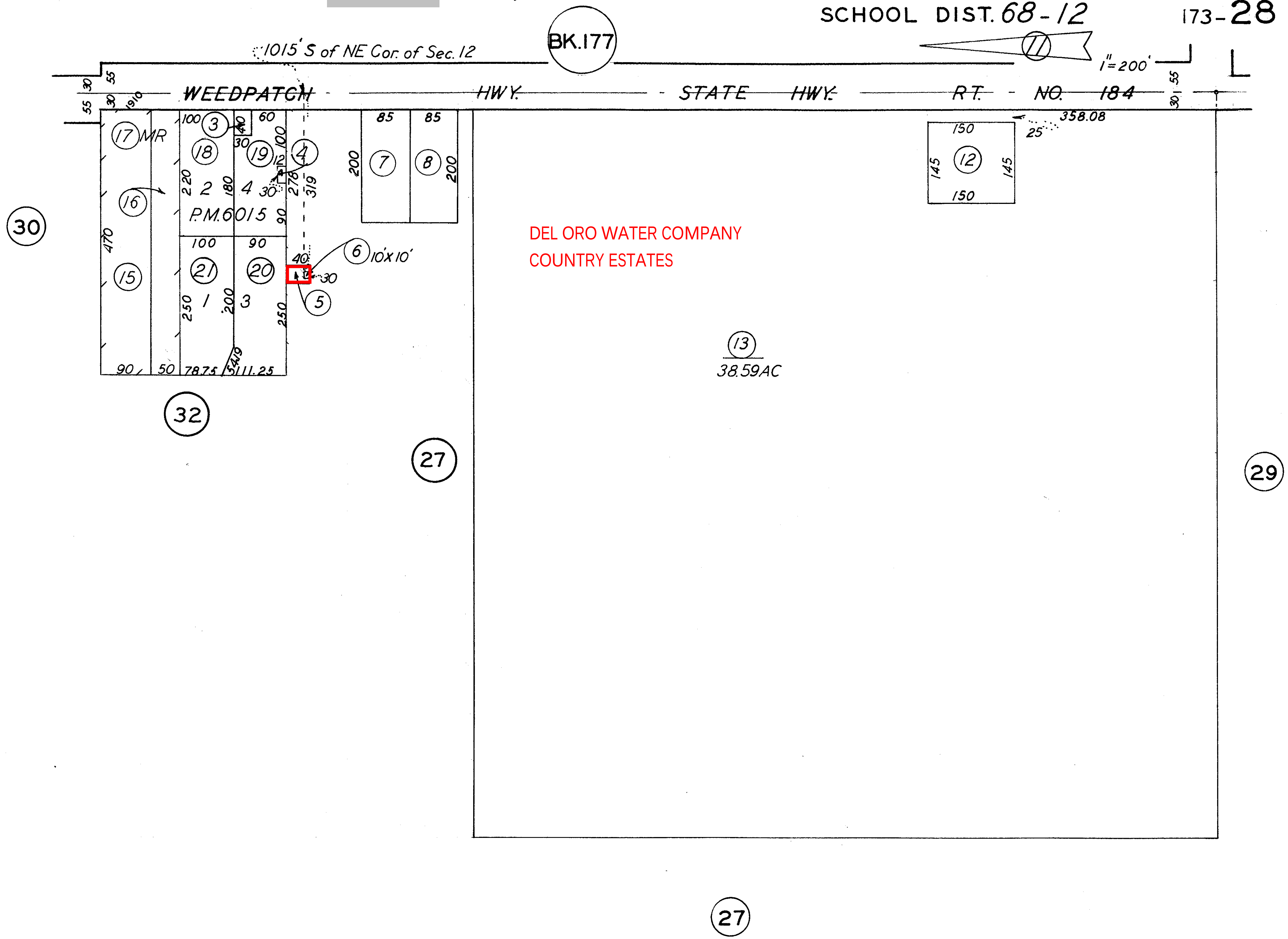
Wells	Property (APN)	System Facilities
Well 1 - Marion	173-101-01-00-0	2 - TCP treatment vessels
Well 2 - Shirley		2 - Hydropneumatic tanks
		2 - Well pumps and motors
		Water meters at all connections

173-28

PTN. OF NE1/4 SEC AGENDA 30 S.R.28 E.

SCHOOL DIST. 68-38 68-12

173-28



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

ASSESSORS MAP NO. 173-28

COUNTY OF KERN

TRACT 1096

AGENDA

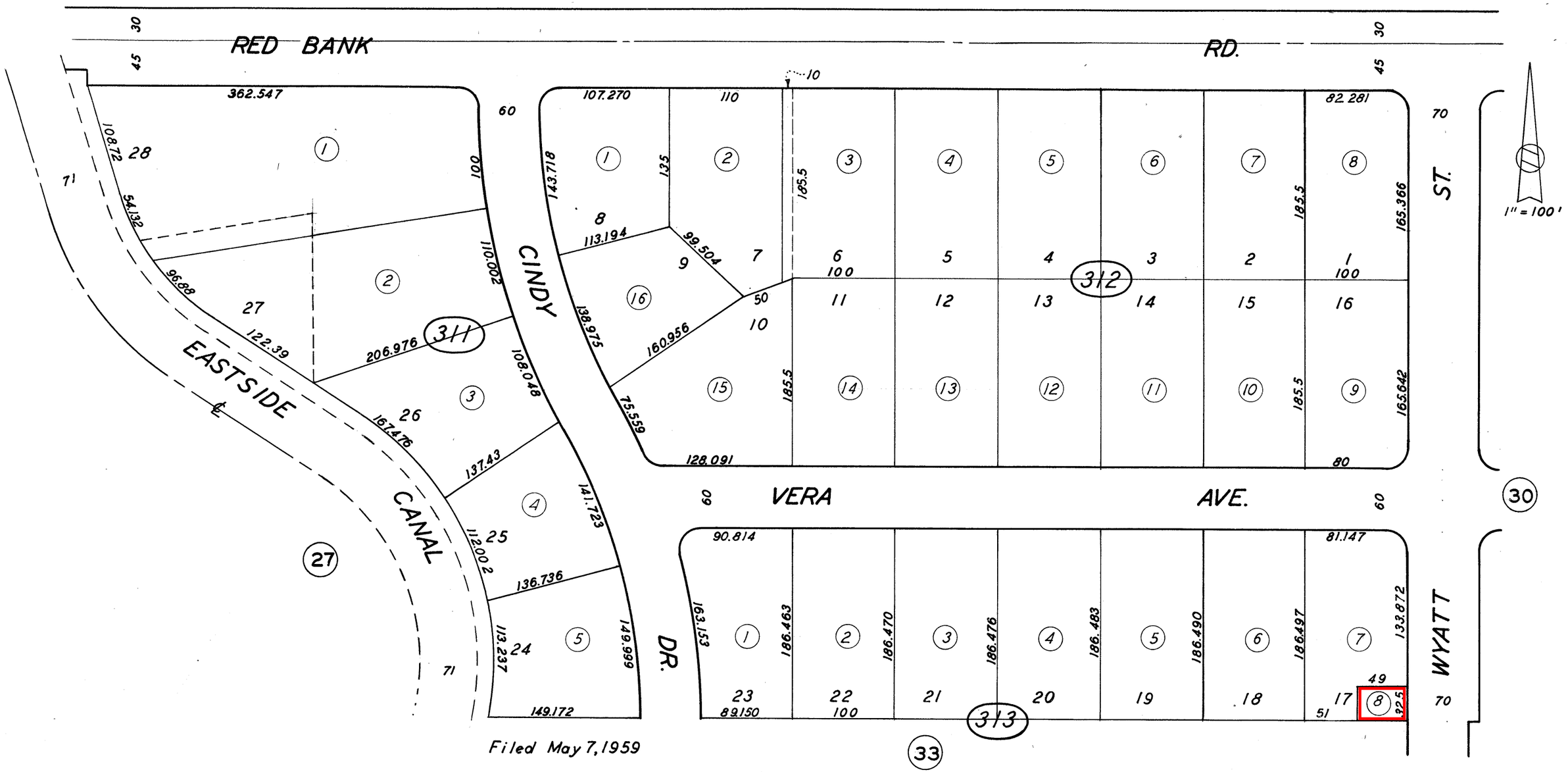
SCHOOL DIST. 68-12

173-31

PTN OF N1/2 OF NW1/4 OF NE1/4 OF SEC. 12 T.30S. R.28E.

08

DEL ORO WATER COMPANY
COUNTRY ESTATES



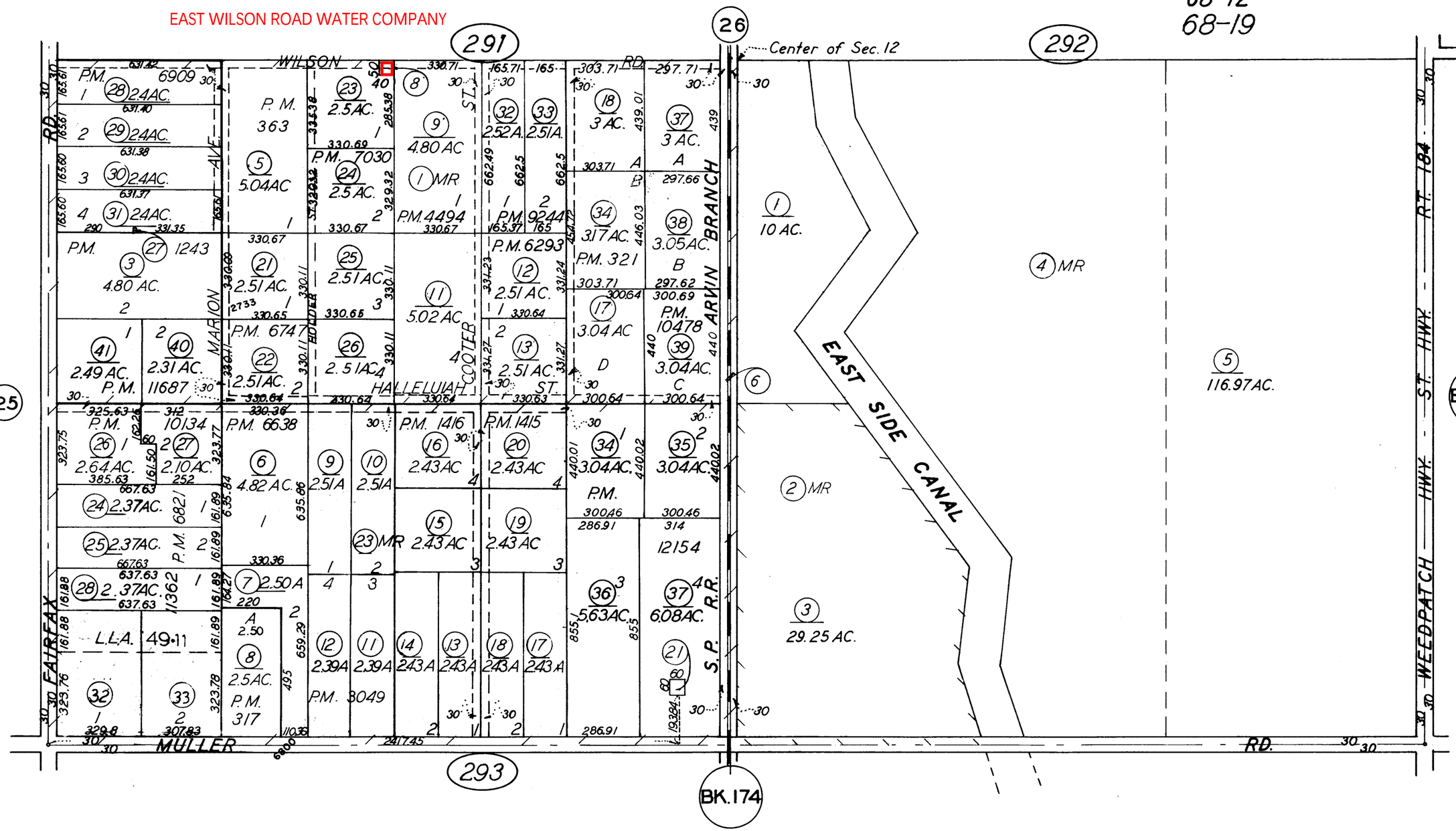
Filed May 7, 1959

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

ASSESSORS MAP NO. 173-31

COUNTY OF KERN

EAST WILSON ROAD WATER COMPANY



Revised: 09/12/2017

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

ASSESSORS MAP NO. 173-29
COUNTY OF KERN

177—34

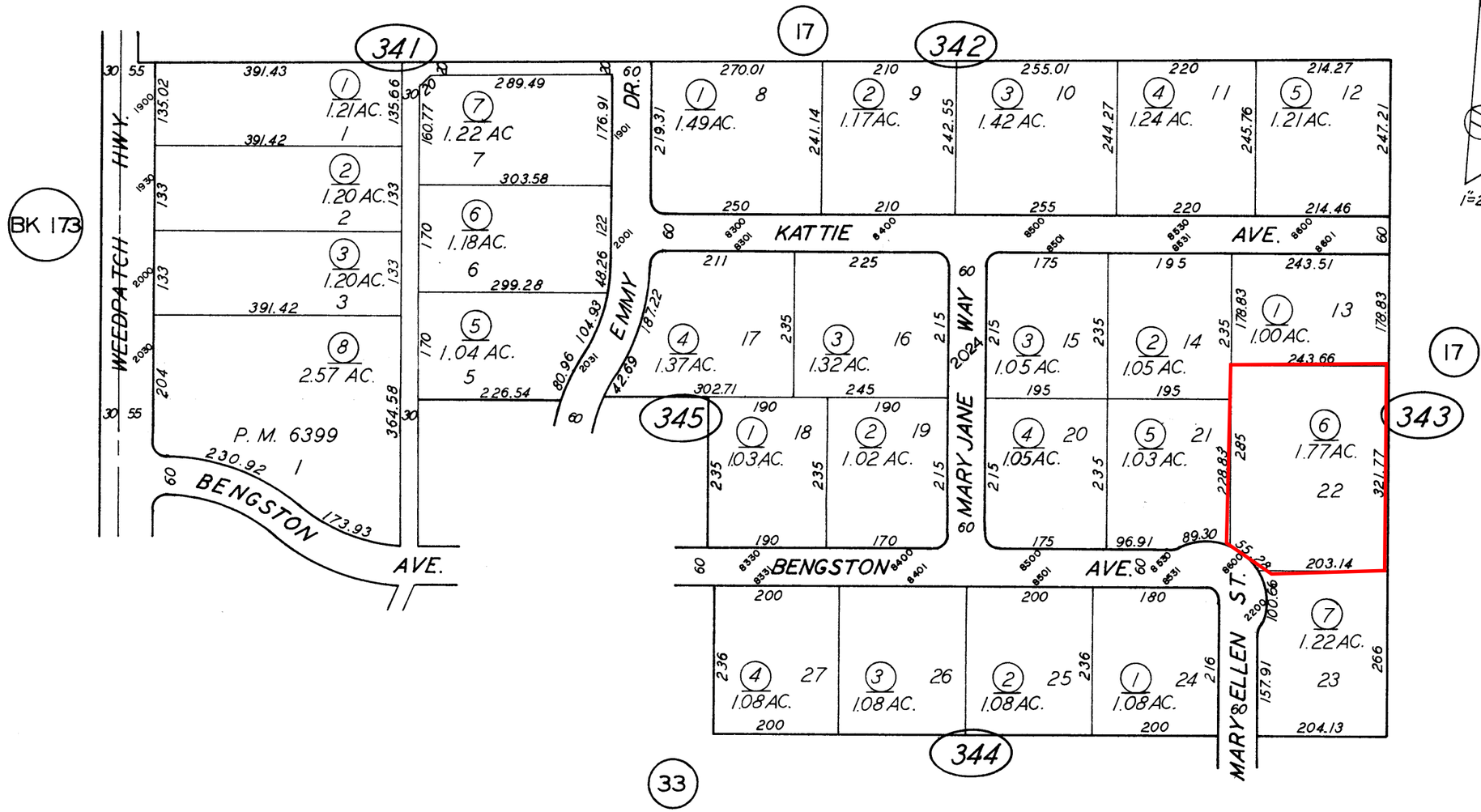
TRACT 4 B
PTN. NW1/4 OF SEC. 7 T.30S. R.29E.

AGENDA

SCHOOL DIST. 68—24

177—34

SAN JOAQUIN ESTATES MUTUAL WATER COMPANY



Filed: July 10, 1981

Revised 8/27/2014

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

ASSESSORS MAP NO. 177—34

COUNTY OF KERN

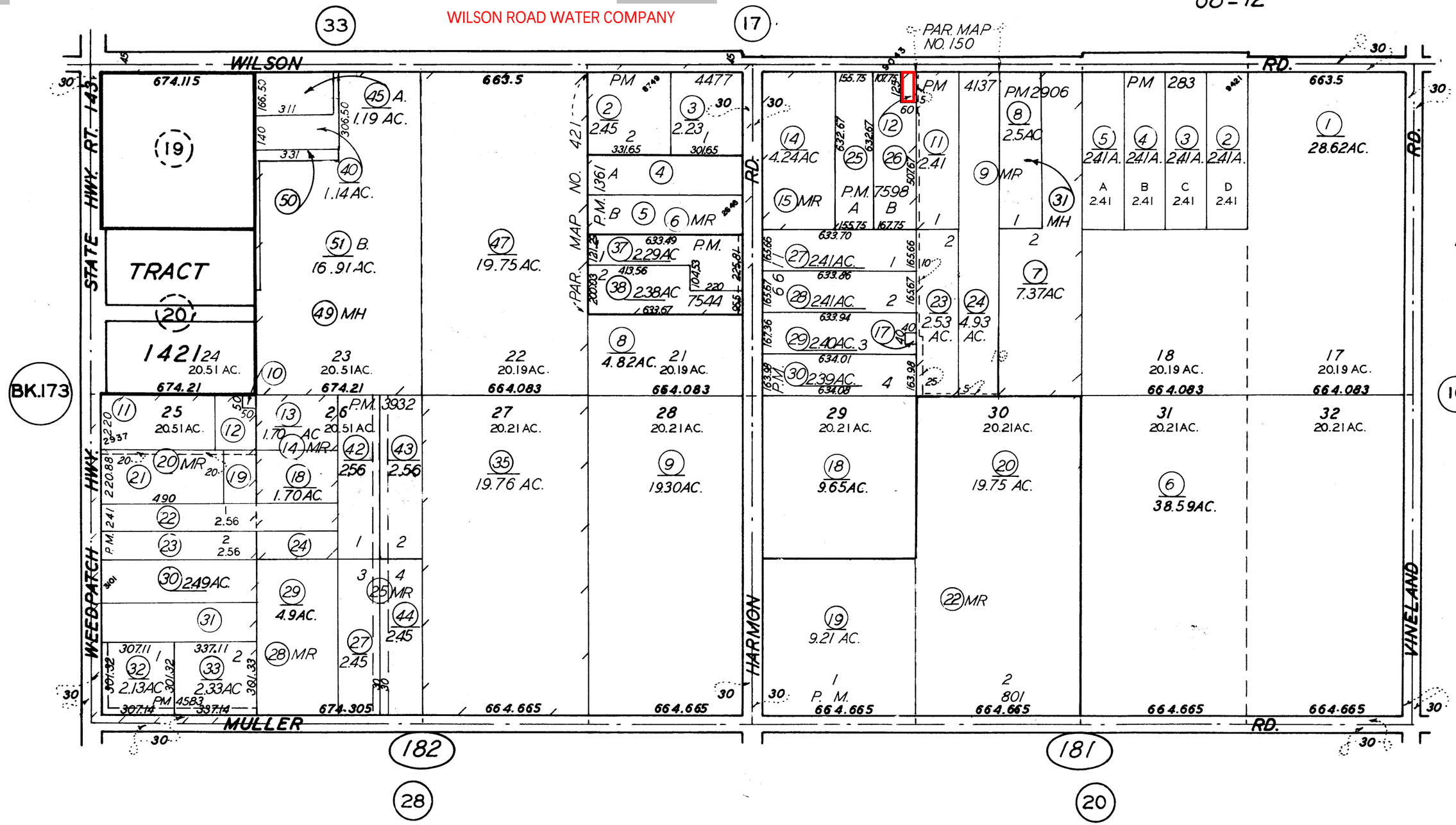
KERR[illegible] TRACT NO. 1

AGENDA

WILSON ROAD WATER COMPANY

SCHOOL DIST. 66-3
68-12

177 - 18



Revised: 03/25/2015

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

ASSESSORS MAP NO. 177 - 18
COUNTY OF KERN

PTN. OF SW1/4 T.30S.R.28E.

AGENDA

SCHOOL DIST. 68-2

173-10

VICTORY MUTUAL WATER COMPANY

1"=100'

SAMMONS AVE.

MAYFAIR CT.

REDBANK RD.

09

26

15

14

12

Ptn. Lot 1 Tract 1194

SW Cor. of Sec. 1

Revised: Jul. 25, 2006

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

ASSESSORS MAP NO. 173-10

COUNTY OF KERN

CONSOLIDATION AND WATER SERVICE AGREEMENT BETWEEN EAST NILES COMMUNITY SERVICES DISTRICT AND OASIS PROPERTY OWNERS ASSOCIATION

THIS AGREEMENT is made as of the 1st day of May, 2025, for identification purposes only, by and between **EAST NILES COMMUNITY SERVICES DISTRICT**, a Community Services District formed and operating pursuant to the Community Services District Law, as set forth in California Government Code Section 61000 et seq. ("DISTRICT"), and **OASIS PROPERTY OWNERS ASSOCIATION** (Water System Number 1500585), a California Corporation ("OASIS").

RECITALS

A. DISTRICT is a public agency organized and operating as a community services district and existing under the laws of the State of California. DISTRICT's service area is described in the document attached hereto as **Exhibit "A"** and incorporated herein by this reference.

B. OASIS is a private corporation organized and operating as a California corporation and existing under the laws of the State of California and is the owner of the property commonly referred to as Oasis Property Owners Association Water System, and presently provides water service to its members, who are shareholders of Oasis Property Owners Association. OASIS's service area is described in the document attached hereto as **Exhibit "B"** and incorporated herein by this reference.

C. It has been determined by the State of California Water Resources Control Board ("SWRCB"), Division of Drinking Water, that the water provided by OASIS does not meet the standards of the SWRCB. DISTRICT has obtained funding from the SWRCB's Division of Financial Assistance (Agreement No. SWRCB0000000000D2002050) to conduct investigations and to prepare technical, environmental, legal, and other documents to determine and prepare for improvements to the OASIS Water System and to construct the necessary improvements that will bring it into compliance with all applicable laws and regulations, with the consolidation of OASIS into the DISTRICT (the "Consolidation") being a condition to receiving that funding.

D. In connection with the Consolidation, OASIS's service area will be annexed to, and combined with, DISTRICT's service area, and DISTRICT will thereafter provide water service to OASIS's existing active connections and future service connections within the boundaries of Exhibit "B." In addition to said annexation and as part of the Consolidation, OASIS will transfer to DISTRICT those certain easements described in the document attached hereto as **Exhibit "C"**. OASIS understands that DISTRICT will not acquire any assets of OASIS other than the assets and easements transferred pursuant to this Agreement. Any remaining assets of OASIS not transferred pursuant to this Agreement will be abandoned and all costs associated with said abandonment are eligible for reimbursement. Following the consolidation of OASIS and DISTRICT, OASIS will relinquish its Water Supply Permit.

E. DISTRICT is in agreement with the proposed Consolidation, as set forth herein, so long as the funding to be provided by SWRCB is obtained to modify, repair, and/or replace the non-compliant portions of the OASIS Water System and to provide sufficient improvements to the DISTRICT's water system so as to allow the DISTRICT to serve the OASIS service area without detriment to DISTRICT's existing customers.

F. DISTRICT's Funding Agreement No. SWRCB0000000000D2002050 with the SWRCB's Division of Financial Assistance ("Funding Contract") includes construction monies ("the Fund") to be used for the construction of facilities necessary to bring the OASIS Water System into a condition deemed appropriate by DISTRICT for it to assume the operation and control thereof, to improve DISTRICT's water system (including but not limited to well(s), storage tanks, pump station(s), pipelines, treatment facilities, controls and monitoring system, etc.), to reimburse and/or fund DISTRICT for its actual eligible costs, deposits, and property purchases, in accordance with the terms and conditions set forth in the Funding Contract, in connection with the Consolidation..

G. The Project materials submitted by DISTRICT to the SWRCB, as described in Recital F, are ongoing and in various stages of analysis and review, subject to final SWRCB approval.

H. The purpose of this Agreement is to set forth the terms and conditions of the Consolidation, under which DISTRICT will assume the obligation to supply domestic water service to the area currently being served by OASIS, subject to full and complete satisfaction by DISTRICT and OASIS of all requirements and conditions necessary to comply with the Funding Contract, including said parties' execution of this Agreement.

COVENANTS AND AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS, REPRESENTATIONS, AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. TRANSFER OF OASIS ASSETS. Subject to the terms and conditions set forth in this Agreement, upon the Closing (as defined in Section 3(a), below), OASIS agrees to convey, transfer, assign, and deliver to DISTRICT, and DISTRICT agrees to accept from OASIS, all of the real property described on **Exhibit "C"**, which are collectively referred to herein as the "Assets," including, without limitation, the following:

(a) All water rights of whatever nature held, owned, and/or possessed by, or otherwise existing in the name of, OASIS;

(b) All financial records, accounts receivable, maps, reports, operating and building records, permits and licenses, warranties, agreements, policies, and other documentation in regard to the financial condition and operation of OASIS;

(c) Customer list(s) and property owner(s) records of all persons and/or entities who are members of OASIS and/or to whom OASIS presently supplies water;

(d) OASIS's cash reserves, cash receivables, cash equivalents, prepaid insurance, and other assets, which may be utilized by DISTRICT at its sole discretion to assist former members of OASIS with the cost of any relocation of service lines to accommodate the Project, which otherwise would have been the sole financial responsibility of such former members of OASIS; and

(e) Pursuant to California Civil Code section 954, any and all settlements, claims, demands, actions, causes of action, obligations, liens, damages, and liabilities of any nature whatsoever, known or not known, suspected or claimed, past, present, or future, relating to or arising out of any act, cause, matter or thing stated, claimed, or alleged or that could have been stated, claimed, or alleged by OASIS against any person or entity, including but not limited to those related to the causation of any damages of any type or character to any Assets to be transferred hereunder and/or to the water supply used by OASIS, and including but not limited to claims related to 1, 2, 3-trichloropropane (TCP).

A listing and inventory of the Assets to be transferred pursuant to this Agreement include, and are limited to, all real property described on **Exhibit "C,"** and those assets listed in Section 1 herein.. The Assets specifically known to OASIS shall be itemized and approved by both parties prior to the Close of Escrow.

2. WATER SERVICE TO OASIS MEMBERS. In connection with the Consolidation, DISTRICT, as the surviving entity, upon the Closing, shall assume the obligation to provide water service to eligible persons and entities within the OASIS service area, including OASIS's members and their properties, subject to each person's or entity's compliance with DISTRICT's existing and future rules, regulations, and policies for water service, and specifically including payment for services and providing all necessary information to allow DISTRICT to set up customer accounts for such persons or entities.

3. ESCROW.

(a) Within five (5) days of execution of this Agreement, DISTRICT and OASIS shall open an escrow at _____ ("Escrow Holder"). Escrow charges for this service shall be paid by OASIS, subject to reimbursement under the Funding Contract. The escrow closing date ("Closing" or "Close of Escrow") shall be the later of the dates upon which all of the following have occurred: (1) all work on OASIS Project Components are completed, as acknowledged by OASIS and DISTRICT, and water service can be provided to the Oasis service area, (2) final annexation of the OASIS service area into the DISTRICT by LAFCo, or (3) and provision of water service by DISTRICT as specified in Section 2, above; provided, however, the parties may mutually agree in writing to modify the date of Closing. As part of the same escrow, OASIS shall convey by Grant Deed its interest in all of OASIS's real property identified in **Exhibit "C."**

(b) Property taxes and assessments on any of the Assets shall be prorated by Escrow Holder between OASIS and DISTRICT as of the Closing, based on the most current statements and information available to the parties. All property or other taxes payable in connection with any OASIS assets being transferred hereunder shall be prorated and those taxes applicable to times prior to the Closing shall be paid by OASIS outside of escrow or be paid through the escrow in connection with the Closing.

(c) With respect to OASIS's real property, OASIS shall pay any documentary transfer tax. OASIS shall also pay the fee for the recording of the Grant Deed(s) and the premium for the CLTA Owner's Policy. The parties acknowledge that any such transfer taxes and recording fees and all other Escrow costs are considered to be reimbursable under the Funding Contract and DISTRICT shall cooperate with OASIS in obtaining reimbursement of those costs in advance of the Closing, to the extent possible.

4. OASIS OBLIGATIONS AND LIABILITIES. It is expressly understood and agreed that DISTRICT shall not be liable for any debts, obligations, or liabilities of OASIS of any kind or nature, other than those specifically assumed by DISTRICT in this Agreement. DISTRICT specifically does not assume any of OASIS' liabilities or obligations, existing or contingent, known or unknown, except for the water service obligations set forth in Section 2 of this Agreement. Further, OASIS recognizes, understands, and acknowledges that OASIS shall continue to be responsible for any and all obligations of OASIS, including but not limited to accounts payable that exist as of Closing and any obligation for outstanding back taxes. OASIS hereby agrees to hold harmless and indemnify DISTRICT for all loss, expenses, damages, and costs arising from or in connection with OASIS' liabilities or obligations not assumed pursuant to this paragraph.

5. CONDITIONS PRECEDENT. The following shall be conditions precedent to DISTRICT's responsibility to perform its obligations under this Agreement:

(a) On or before five (5) days after the opening of escrow, OASIS shall provide, at OASIS's cost, a preliminary title report ("PTR") issued by a title insurance company reflecting the status of the title in OASIS's water rights which may exist, real estate, leasehold interest, easements, and such other real property assets which are included in the Assets being transferred hereunder. Within ten (10) business days after receipt of the PTR, DISTRICT shall notify OASIS, in writing, of any title exceptions within the PTR which DISTRICT disapproves. As to any items disapproved by DISTRICT, OASIS shall thereafter have a period of thirty (30) days in which to cure or remove the same. At the end of the thirty (30) days period, OASIS shall notify DISTRICT, in writing, of any disapproved title exception which OASIS is unable to cause to be removed or insured against prior to or at Closing, and DISTRICT shall then, within ten (10) business days thereafter, elect, by giving written notice to OASIS and Escrow Holder (i) to terminate the Agreement, (ii) to waive its disapproval of such exceptions, in which case, such exception shall be

deemed approved. In the event any lien or encumbrance is recorded against any OASIS property after delivery of the PTR to DISTRICT, OASIS agrees to remove or cause to be removed such lien or encumbrance prior to the Close of Escrow.

(b) A title company shall stand ready to issue at the Closing a CLTA Owners Policy or Title Insurance (the "Title Policy") on all of OASIS's real property together with endorsements reasonably requested by DISTRICT with liability equal to the fair market value of the real property, subject to the exceptions permitted by DISTRICT and the general and special taxes and assessments not then delinquent and lien, if any, for current real property taxes for the fiscal year in effect at the time of the Closing.

(c) OASIS's service area is to be annexed into DISTRICT, with funding for same to be pursuant to the Funding Contract, and at no cost to DISTRICT. In connection with the Closing of the Consolidation, the parties shall file with the Local Agency Formation Commission for Kern County ("LAFCo") notice of the Consolidation and/or other documents as may be required by LAFCo, along with a map showing DISTRICT's post-Consolidation combined service area.

(d) Within sixty (60) days after the execution of this Agreement, OASIS shall provide any necessary member approvals and Board of Directors' resolutions authorizing the transfer of the water purveying business and Assets to DISTRICT and annexation of OASIS's service area into the DISTRICT.

(e) There shall be no material breach of any of OASIS's representations, warranties, and covenants set forth in Paragraphs 7 and 8 of this Agreement as of the Closing.

(f) OASIS shall have delivered to the Escrow Holder the items described in Paragraph 10 of this Agreement.

(g) Full and complete satisfaction by DISTRICT and OASIS of all requirements and conditions necessary to secure the Funding Contract.

(h) Receipt by DISTRICT of the fully executed Funding Contract.

(i) Construction of OASIS Project Components to the satisfaction of DISTRICT in the exercise of its reasonable discretion without any legal challenge thereto.

The conditions set forth in this Section are solely for the benefit of DISTRICT and may be waived only by DISTRICT. DISTRICT shall, at all times prior to the termination of this Agreement, have the right to waive any term of this Agreement and shall have the right to waive any of these conditions; provided that such waiver is in writing.

6. TAXES. To the extent applicable, OASIS agrees to pay all sales and use taxes, to the extent of liability therefor, arising out of the transfer of the Assets, and shall pay said taxes on or before the Closing. DISTRICT shall not be responsible for any business, occupation, withholding,

or similar tax, or any taxes of any kind related to any period before the Closing, including any income taxes representing OASIS's liability for operation of the business prior to the Closing. The parties acknowledge that such sales and use tax fees may be considered reimbursable under the Funding Contract, Agreement No. SWRCB0000000000D2002050, provided there are grant funds available for the sale and use tax fees. If no such grant funds are available, Oasis shall be responsible for payment of such fees.

7. REPRESENTATIONS AND WARRANTIES. OASIS represents and warrants to DISTRICT that the following matters are true and correct as of the execution of this Agreement and will also be true and correct as of the Closing:

(a) OASIS has all necessary corporate powers to own its own properties and to carry on its business as now owned and operated by OASIS.

(b) OASIS is a corporation duly organized, validly existing and in good standing under the laws of the State of California. OASIS has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons are necessary in connection therewith, except as specified in subdivision (e), below.

(c) All of the documents executed by OASIS which are to be delivered to DISTRICT at the Closing date shall have been duly authorized, executed, and delivered by OASIS and will be legal, valid, and binding obligations of OASIS enforceable against OASIS in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting parties generally), and will not violate any provisions of any agreement to which OASIS is a party or to which it is subject.

(d) There are no undisclosed liabilities, debts, or other obligations of OASIS outstanding, or in any way left unresolved, as of the date of this Agreement.

(e) OASIS' members have authorized and approved the Consolidation, including authorizing OASIS to enter into this Agreement and have authorized OASIS to perform its other obligations as set forth in this Agreement.

(f) The zoning of OASIS' real property, representing the facilities for OASIS' water purveying business, permits the presently existing improvements and the continuation of the business presently being conducted on the subject property.

(g) **Exhibit "C"** to this Agreement describes the real property to be transferred pursuant to this Agreement. No real property set forth in **Exhibit "C"** is held under any lease, security agreement, conditional sales contract, or other title retention of security arrangement or is located other than in the possession of OASIS on OASIS's business premises.

(h) OASIS is and will be at Closing the sole fee owner of OASIS's real property described on **Exhibit "C"**, and now has and will at Closing have full right, power, and authority to enter into this Agreement and to sell, convey, and transfer such real property and all rights appurtenant thereto to DISTRICT, free and clear of any and all liens, encumbrances, restrictions, conditions, covenants, assessments, defects, claims, encroachments, or exceptions (other than those approved by DISTRICT in or pursuant to Paragraph 5(a) hereof) and to carry out each and every one of OASIS's obligations hereunder.

(i) OASIS has not previously assigned, transferred or conveyed in any manner whatsoever all or any portion of the Assets which are the subject of this Agreement, or any interest therein.

(j) Except as set forth herein, there are no pending or, to OASIS's best knowledge, threatened claims, proceedings, lawsuits, or allegations of any kind, whether for taxes or otherwise, concerning OASIS or the Assets or the Consolidation. At the Closing, OASIS will not be in default under any agreements, encumbrances, or instruments pertaining to OASIS or the Assets.

(k) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not, to OASIS's best knowledge: (i) violate any provisions of, or require any consent, authorization, or approval under any law, administrative regulation, any order, award, judgment, writ, injunction, or decree applicable to, or any governmental permit or license issued to, OASIS relating to the Assets; or (ii) result in the creation of any lien, charge, or encumbrance upon the Assets.

(l) To OASIS's best knowledge, neither OASIS nor any third party has used, generated, manufactured, refined, produced, processed, stored, or disposed of on, under, or about OASIS's real property, or transported to or from the real property, any hazardous materials, nor does OASIS intend to use the real property in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing, or transporting hazardous materials. For the purposes hereof, "hazardous materials" shall mean any flammable explosive, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, or related materials, including, without limitation, any substances currently considered as such by the general public and/or currently defined as or included in the definition of "hazardous substances", "hazardous material", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 8601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq.; and in the regulations adopted, published, and/or promulgated pursuant to said laws.

(m) If and to the extent OASIS has any employees, OASIS has no existing employment contracts with any of its employees. All personnel are presently employed on an hourly wage basis, and OASIS provides no fringe benefits which may present a continuing liability to DISTRICT as a condition to retained employment or present personnel. There is no pending or threatened labor dispute, strike, or work stoppage affecting OASIS' business. DISTRICT shall not assume any liability in regard to employee benefits of any nature whatsoever with respect to any current or prior OASIS employee. DISTRICT shall not be obligated to retain any OASIS employee, consultant, independent contractor, or other representative or agent.

(n) OASIS has complied with, and is not in violation of, any applicable federal, state, or local statute, law, or regulation, including, without limitation, any applicable building, zoning, or other law, ordinance, or regulation, and is not presently involved in any action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending, which may impose some liability or lien upon OASIS's business, the assets therein, or restrictions thereof. Except as disclosed to DISTRICT during its due diligence, OASIS is not aware of any defects in the Water System or instrumentalities comprising its business.

(o) All federal, state, and local income, real, personal, and any other tax returns with respect to the operation and Assets of OASIS which are required to be filed or paid, have been filed or will be filed within thirty (30) days after Closing, and OASIS has paid or caused to be paid, or will timely pay, to the respective taxing authorities, all taxes as shown on such returns, or on any assessment received by it, to the extent that such taxes have become due. OASIS knows of no proposed tax or assessments against OASIS or the Assets.

(p) All representations and warranties of OASIS set forth in this paragraph, and in any written statements delivered to DISTRICT under this Agreement, will also be true and correct as of the Closing as if made on that date and shall survive the Closing.

8. COVENANTS. OASIS hereby covenants with the DISTRICT as follows:

(a) After the date hereof and prior to the Closing, no part of the Assets, or any interest therein, will be sold or otherwise transferred or encumbered, other than in the ordinary course of OASIS's business, without DISTRICT's prior written consent.

(b) OASIS authorizes DISTRICT to act on OASIS's behalf, as may be necessary, in connection with the Funding Contract and any related financing issues concerning the State Water Resources Control Board and the financial assistance it is providing.

(c) Except with respect to this Agreement and such other contracts and agreements as are necessary to cause the completion of the transaction contemplated herein, no leases, contracts, agreements, or commitments (collectively, "Submittals") shall be executed which shall bind the Assets or OASIS without the prior written approval

and consent of DISTRICT, which consent and approval may be withheld in the reasonable discretion of DISTRICT.

(d) OASIS agrees that it will not, prior to Closing, permit any alteration, modification, or addition to the Water System, other than emergency repairs, except as approved in writing by DISTRICT. OASIS will carry on its business activities diligently and will not become delinquent in the payment of any accounts payable.

(e) No default of OASIS shall be permitted to occur under any contract or agreement by which OASIS is or may be bound, which default will materially and adversely affect this Agreement.

(f) OASIS shall promptly notify DISTRICT of any asserted and/or threatened claim which directly or indirectly materially affects or could affect OASIS, its Assets, or this Agreement.

(g) OASIS shall continue to insure all of its assets and business providing the customary coverage, including property damage and loss of income by fire or other casualty, and adequate insurance protection against all liabilities, claims, and risks customarily insured in OASIS's type of business, up to the Closing.

9. ACCESS. DISTRICT and its counsel, accountants, engineers, consultants, and other agents and representatives shall have full access during normal business hours, upon at least twenty-four (24) hours' notice, to all properties (real and personal), books, accounts, records, contracts, and documents of or relating to OASIS. DISTRICT, its agents and representatives, shall be entitled to enter onto any real property owned by OASIS to carry out the intent of this Agreement. OASIS shall furnish, or cause to be furnished, to DISTRICT and its representatives, all data and information concerning the business, finances, and properties of OASIS that may reasonably be requested.

10. CLOSING DOCUMENTS. At least one (1) business day before the Closing, OASIS shall deliver or cause to be delivered to DISTRICT or Escrow Holder the following:

(a) A certificate issued by the Secretary of State of California showing that it is a corporation presently in good standing under the laws of the State of California.

(b) An Entity Status Letter from the California Franchise Tax Board showing OASIS is in good standing with the Franchise Tax Board.

(c) A Resolution of OASIS's Board of Directors confirming the members of OASIS authorized and approved this Agreement.

(d) OASIS agrees to furnish to DISTRICT a Clearance Certificate from the California State Board of Equalization and the Department of Employment Development, and any related certificates that DISTRICT may reasonably request as evidence that all

sales, use, employment, and other taxes of OASIS accruing before Closing of Escrow have been fully satisfied or provided for.

(e) OASIS shall deliver, or cause to be delivered, to DISTRICT, if applicable, instruments of assignment and transfer, such as a bill of sale, transferring all personal properties of OASIS of every kind and description, including, but not limited to, leasehold improvements, pipes, and pumping equipment supplies and other property, both tangible or intangible, which form or forms shall be satisfactory to DISTRICT.

(f) A grant deed, executed by OASIS, in recordable form, conveying OASIS' interests in the real property, as described on Exhibit "C", to DISTRICT, free and clear of all claims, liens and encumbrances, except exceptions permitted hereunder.

(g) Evidence from the California Secretary of State showing no financing statements filed on or against OASIS or OASIS' Assets.

(h) Any additional instrument(s), signed and properly acknowledged by OASIS, if appropriate, as necessary to comply with this Agreement and to consummate the transaction contemplated by this Agreement.

11. POSSESSION AFTER CLOSING. Upon Closing, OASIS, through its officers, agents, and employees, will put DISTRICT into full possession and enjoyment of the Assets and all properties necessary to carry out the intent of this Agreement. To the extent the Assets include a water well, the DISTRICT in its sole discretion shall determine if the well, well site, and all appurtenant facilities are needed or useful to the DISTRICT. If a water well transferred as an Asset is deemed by the DISTRICT to be surplus to DISTRICT needs, the DISTRICT will abandon the well following the requirements of the County of Kern, provided there are grant funds available for said abandonment and the DISTRICT will be reimbursed pursuant to Agreement No. SWRCB0000000000D2002050. If the DISTRICT, in its sole discretion, abandons the water well, the DISTRICT will subsequently quitclaim the well site back to the servient real property owner, if they can be identified. If the DISTRICT deems the water well surplus to its needs, and no such grant funds are available to the DISTRICT for abandoning the water well, the DISTRICT will not assume any interest in the well or liability associated therewith.

12. INDEMNITY. OASIS shall indemnify, defend, and hold harmless DISTRICT against and with respect to any and all claims, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees that it shall incur or suffer, which arise, result from, or relate to any breach of, or failure by OASIS or OASIS's shareholders or members to perform, any of OASIS' representations, warranties, covenants, or agreements in this Agreement or in any schedule, certificate, exhibit, or other instrument furnished or to be furnished by OASIS under this Agreement. In addition, OASIS shall indemnify and hold DISTRICT harmless from and against any and all liabilities, obligations, claims, charges, or activities related to OASIS prior to the Closing, regardless of whether such actions are currently known or unknown. OASIS specifically indemnifies and holds DISTRICT harmless from any and all liabilities, obligations, claims, or charges related to any liabilities of the

business, or otherwise incurred, whether known or unknown, prior to the Closing. The parties acknowledge that upon Closing, OASIS' Assets, as defined in Section 1 of this Agreement, including those set forth in **Exhibit "C"** and the Holdback Monies, will be transferred to DISTRICT. If any liability of OASIS arises after Closing for a pre-Closing obligation, OASIS will cooperate with DISTRICT in raising funds from former OASIS members with respect to the satisfaction of any such liability, but it is agreed between the parties hereto that DISTRICT shall not be responsible for any such obligation(s) of OASIS or its members.

DISTRICT shall indemnify, defend and hold harmless OASIS from any loss, claim, demand, action, proceeding, liability, loss, damage, cost, or expense (including without limitation, attorneys' fees, experts' fees, and court costs), cause of action or judgment of any kind or character through the assertion by any third party of any claim or claims arising from any action or omission related to DISTRICT's activities connected with the subject matter of this Agreement.

13. BROKERS. Each of the parties represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement, and insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions.

14. PROJECT AND PROGRESSION.

(a) It is hereby acknowledged and understood that the Water System facilities currently being utilized by OASIS in its service area are in need of modification, repair, or replacement in order to meet OASIS' customer demand, capability, and other requirements. OASIS hereby acknowledges that DISTRICT would not have entered into this Agreement if DISTRICT would be required, at its cost and expense, to modify, repair, or replace any part of OASIS' Water System, or create any other improvement(s) necessary to provide water service to the OASIS service area. The parties hereto understand that this Agreement contemplates that the monies to be received from the Funding Contract will fully fund all Project costs and Escrow costs, including improvements to both OASIS' Water System and DISTRICT's water distribution system and related facilities. OASIS understands and acknowledges that the costs of the Project shall include fees and expenses for engineering, attorneys, accountants, financial consultants, bond discount, annexation, and other soft cost expenses, in addition to preconstruction matters and construction work described in the Funding Contract.

(b) Unless expressly disallowed under the Funding Contract, in the event that the monies received by DISTRICT from the Funding Contract do not fully fund all Project costs, DISTRICT shall have the right, at its sole discretion and option, to rescind and cancel this Agreement, in which case title to Assets placed in escrow shall be returned to OASIS and OASIS shall retain all responsibility for such Assets and liabilities and shall assume all of DISTRICT's obligations under any and all construction contracts for the Project Components and shall as soon as practicable make arrangements to pay DISTRICT for all of such Project costs not reimbursed to DISTRICT under the Funding Contract. To exercise this right of rescission,

DISTRICT shall notify OASIS of DISTRICT's election to rescind this Agreement by written notice; provided that before DISTRICT exercises its right to rescind this Agreement, the parties shall meet and confer with the State of California Water Resources Control Board in an attempt to resolve any issues concerning the funding of the Project costs. In the event the parties, along with the State of California Water Resources Control Board, are not able to resolve the funding issues within sixty (60) days after their initial meet and confer meeting, DISTRICT may then rescind this Agreement. In the event of such a rescission, the physical condition of the OASIS Water System at the time of such transfer shall be as-is, where-is, without representation or warranty.

15. MISCELLANEOUS.

(a) This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(b) This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. Headings are for convenience only, and shall not be used to limit, modify, or interpret the provisions of this Agreement.

(d) If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, and venue for any such action shall be in the Kern County Superior Court.

(e) DISTRICT may, on or before the Closing, terminate this Agreement without liability to OASIS for any of the following:

(i) Breach by OASIS of any term or condition on this Agreement or any failure of any of the conditions precedent contained in Section 6 of this Agreement; or

(ii) If any bona fide action or proceeding shall be pending against either party on the Closing that could result in an unfavorable judgment, decree, or order that would hinder, prevent, or make unlawful the carrying out of this Agreement; or

(iii) If the legality and sufficiency of any or all steps taken or to be taken by the parties and either shareholders in carrying out this Agreement shall not have been approved, as may be required, by appropriate governmental authority; or

(iv) If upon the proposed Closing, one party is unable to proceed and consummate the transaction and there is no written agreement to extend said date between the parties; or

(v) It reasonably appears there will be insufficient funds from the Funding Contract to complete all of the Project; or

(vi) Any other reason contained within this Agreement.

(f) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first-class mail, and properly addressed as follows:

DISTRICT

East Niles Community Services District
1417 Vale St.
Bakersfield, CA 93306

OASIS

Oasis Property Owners Association
PO Box 70843
Bakersfield, CA 93387

(g) This Agreement shall be construed in accordance with and governed by laws of the State of California.

(h) OASIS, at any time before Closing, will execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by DISTRICT, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by DISTRICT for the purpose of carrying out the intent of this Agreement.

(i) Each of the signatories below represents and warrants that he or she has full right, power, and authority to execute and bind his or her respective party to the covenants, conditions, and requirements set forth in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed this Agreement on the day and year first above written.

OASIS PROPERTY OWNERS ASSOCIATION

By: Vincent Trino
, President

EAST NILES COMMUNITY SERVICES DISTRICT

Signed : William McCall

By: , President

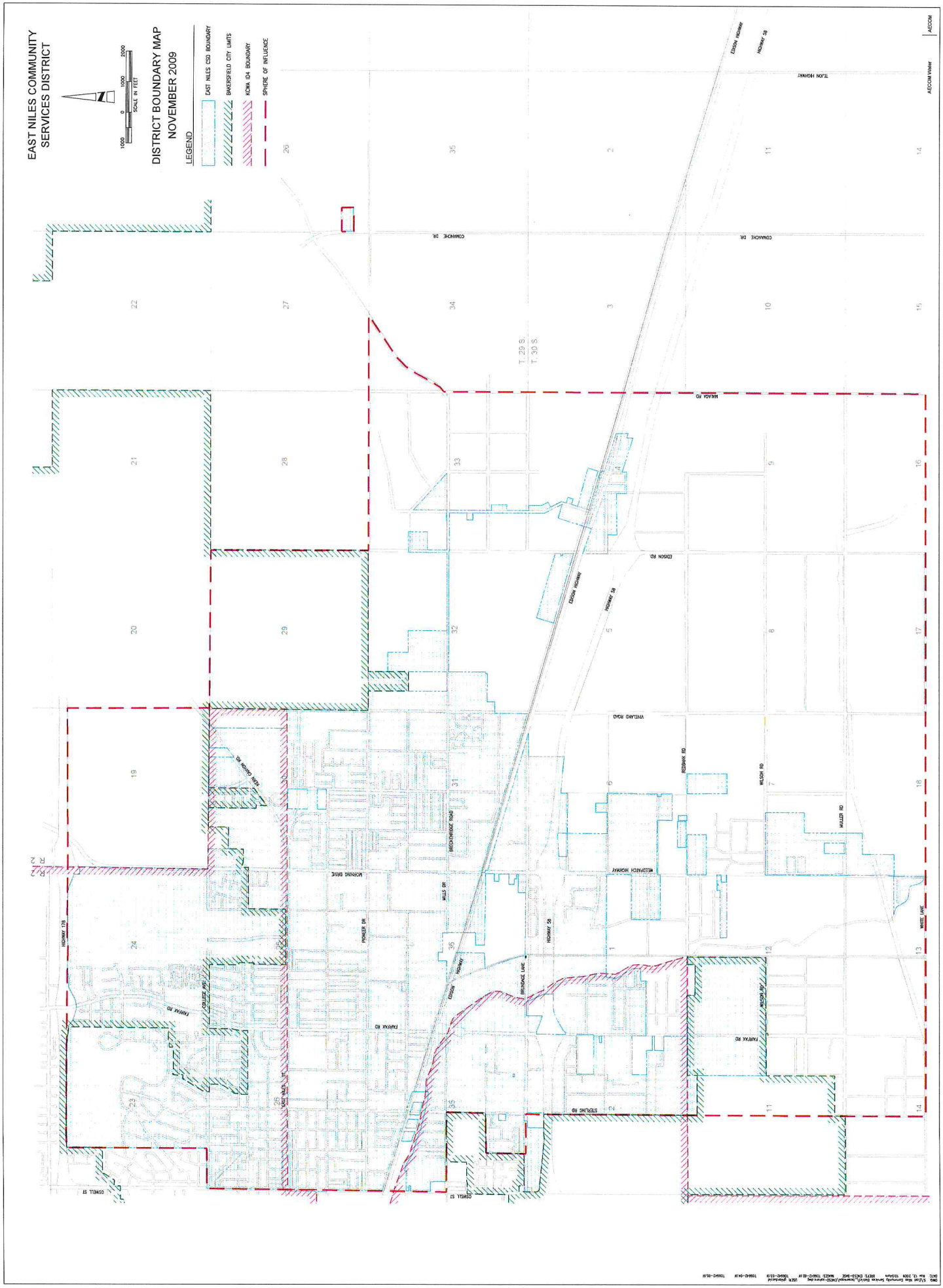
EXHIBIT LIST

EXHIBIT "A" – DESCRIPTION OF DISTRICT'S SERVICE AREA

EXHIBIT "B" – DESCRIPTION OF OASIS'S SERVICE AREA

EXHIBIT "C" –
DESCRIPTION OF REAL PROPERTY TO BE TRANSFERRED TO DISTRICT

EXHIBIT A


EAST NILES COMMUNITY SERVICES DISTRICT
DISTRICT BOUNDARY MAP
NOVEMBER 2009
LEGEND
EAST NILES CSD BOUNDARY
BAKERSFIELD CITY LIMITS
KERN ID4 BOUNDARY
SPHERE OF INFLUENCE
SCALE IN FEET
1000
0
1000
2000
T. 29 S.
T. 30 S.
COMANCHE DR.
EDISON HIGHWAY
HIGHWAY 58
TEJON HIGHWAY
MUSICK RD
EDISON RD
WELDON ROAD
REDBANK RD
WILSON RD
MILLER RD
WEEDPATCH HIGHWAY
WHITE LANE
BRECKENRIDGE ROAD
MORNING DRIVE
WILLS DR
PIONEER DR
HIGHWAY 178
PANAMA LN
PANAMA RD
COLLEGE AVE
KERN CANYON RD
FAIRFAX RD
STIELOW RD
OSWELL ST
AECOM
AECOM Water

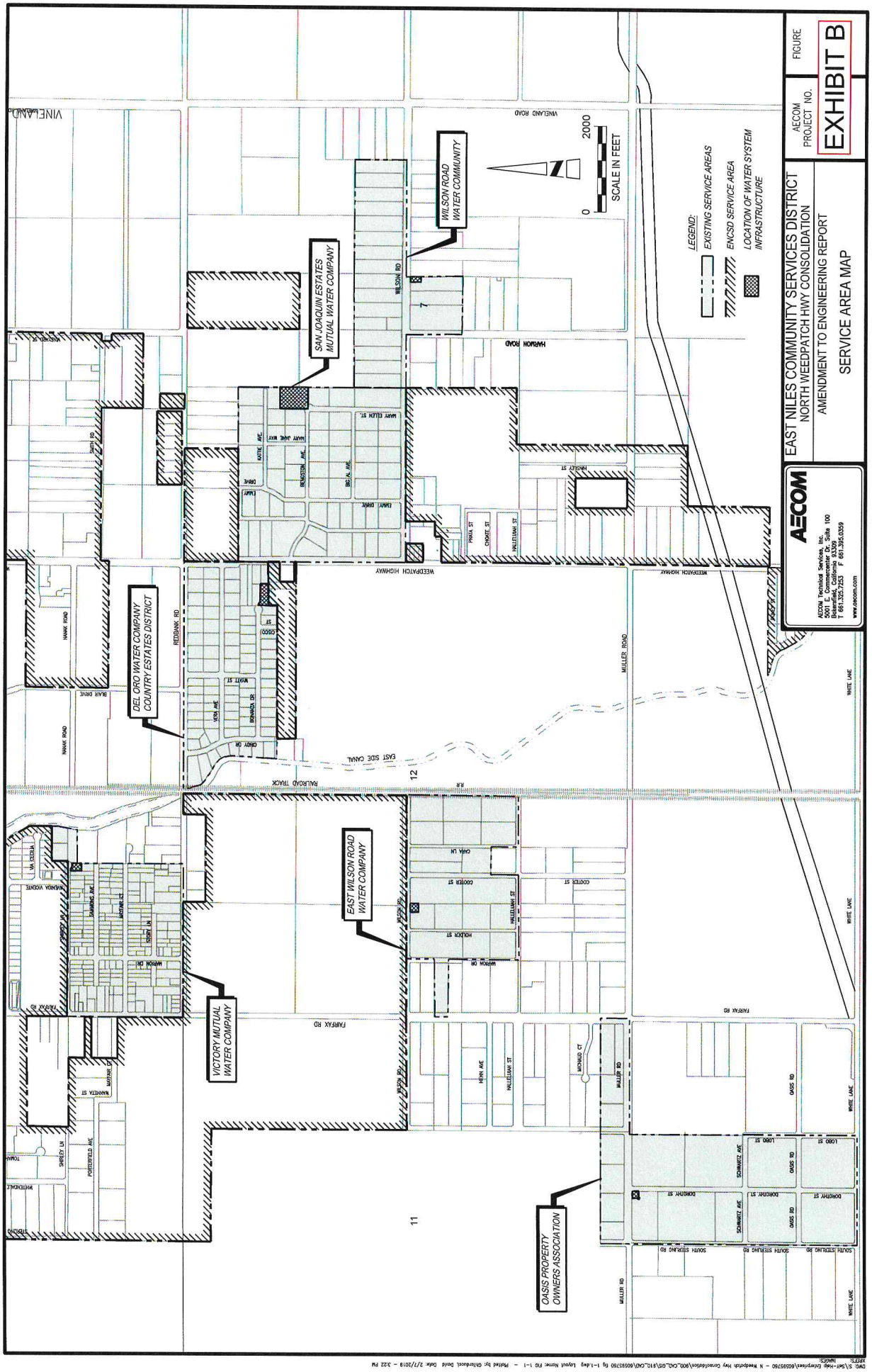

EXHIBIT B
FIGURE
AECOM PROJECT NO.
EAST NILES COMMUNITY SERVICES DISTRICT
NORTH WEEDPATCH HWY CONSOLIDATION
AMENDMENT TO ENGINEERING REPORT
SERVICE AREA MAP
AECOM
AECOM Technical Services, Inc.
3001 E. Commercenter Dr., Suite 100
Bakersfield, California 93307
T 661.326.7253 F 661.326.0359
www.aecom.com
LEGEND:
EXISTING SERVICE AREAS
ENCSD SERVICE AREA
LOCATION OF WATER SYSTEM INFRASTRUCTURE
SCALE IN FEET
0
2000
WILSON ROAD WATER COMMUNITY
SAN JOAQUIN ESTATES MUTUAL WATER COMPANY
DEL ORO WATER COMPANY COUNTRY ESTATES DISTRICT
EAST WILSON ROAD WATER COMPANY
VICTORY MUTUAL WATER COMPANY
OASIS PROPERTY OWNERS ASSOCIATION
WEEDPATCH HIGHWAY
MULLER ROAD
WHITE LANE
FAIRFAX RD
REDBANK RD
WILSON RD
HAMILTON ROAD
VINELAND ROAD
EAST SIDE CANAL
RAILROAD TRACK
11
12

Exhibit C
ENCSD North Weedpatch Highway Water System Consolidation
Summary of Existing Water System Assets

Del Oro Water Company Country Estates - Water System CA1500314

Wells	Property (APN)	System Facilities
Well 03 - Cindy	173-280-05-00-8	40,000 gallon storage tank
Well 01 - inactive	173-280-06-00-1	2 - Booster pumps
(abandoned?)	173-313-08-00-6	Hydropneumatic tank
		Well pump and motor
		Water meters on all connections

East Wilson Road Water Company - Water System CA1502699

Wells	Property (APN)	System Facilities
Well 01 - active	173-291-08	21,000 gallon storage tank
		2 - Booster pumps
		2 - Hydropneumatic tanks
		Well pump and motor

Oasis Property Owners Association - Water System CA1500585

Wells	Property (APN)	System Facilities
Well 1 - inactive	None - Easements only	3 - 20,000 gallon storage tanks
Well 2 - standby		2 - Booster pumps
Well 3 - active		Hydropneumatic Tank
		2 - Well pumps and motors

San Joaquin Estates Mutual Water Company - Water System CA1500575

Wells	Property (APN)	System Facilities
Well 1 - active	177-343-06-00-7	52,000 gallon storage tank
		2 - booster pumps
		Hydropneumatic tank
		Well pump and motor

Wilson Road Water Company - Water System CA1500494

Wells	Property (APN)	System Facilities
Well 1 - active	177-181-12-00-4	2 - 10,000 gallon storage tanks
		2 - booster pumps
		Hydropneumatic tank
		Well pump and motor

Victory Mutual Water Compay - Water System CA1500231

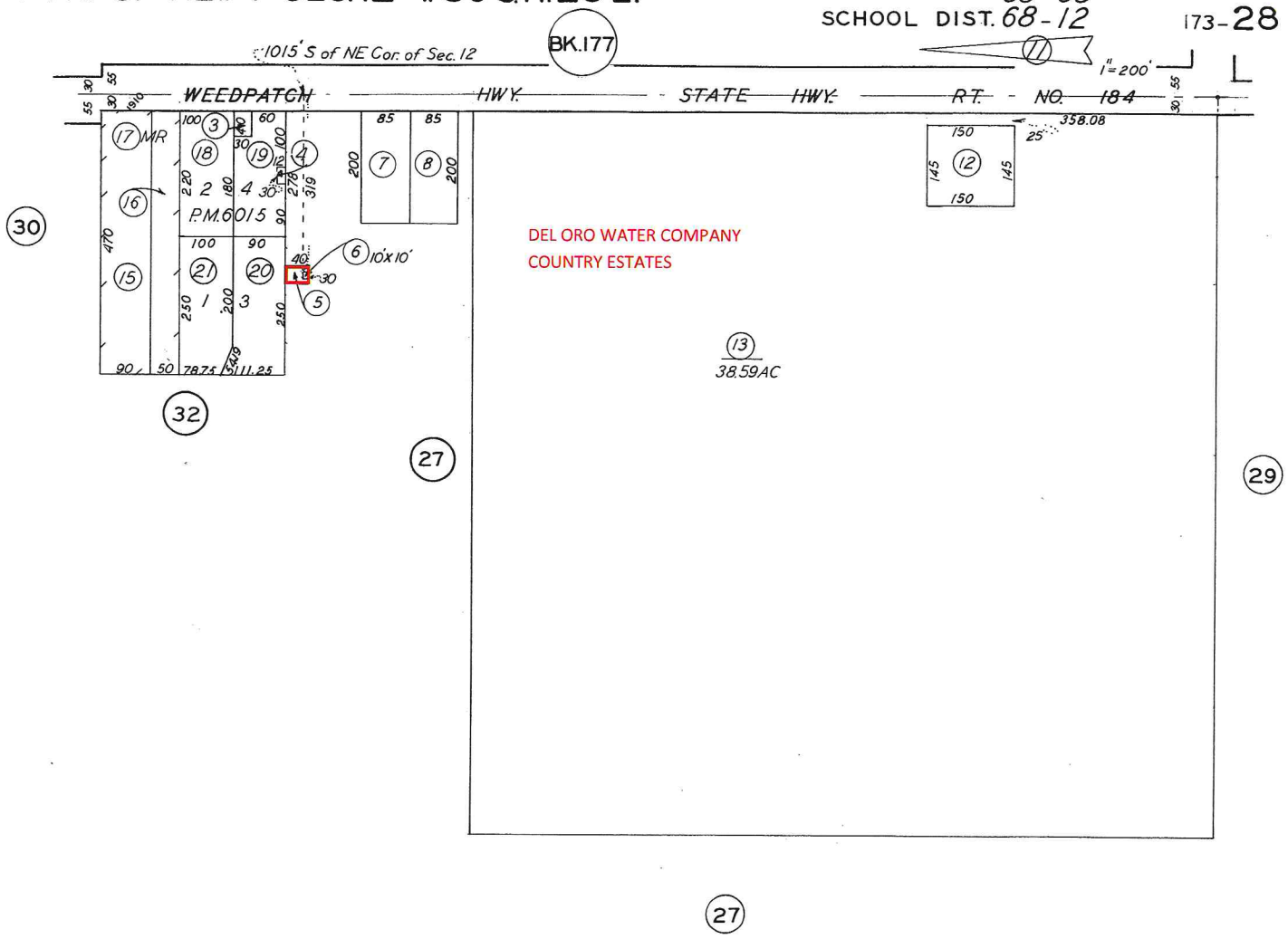
Wells	Property (APN)	System Facilities
Well 1 - Marion	173-101-01-00-0	2 - TCP treatment vessels
Well 2 - Shirley		2 - Hydropneumatic tanks
		2 - Well pumps and motors
		Water meters at all connections

173-28

PTN. OF NE1/4 SEC. 12 T. 30 S. R. 28 E.

68-38
SCHOOL DIST. 68-12

173-28



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

ASSESSORS MAP NO. 173-28
COUNTY OF KERN

AGENDA

173-31

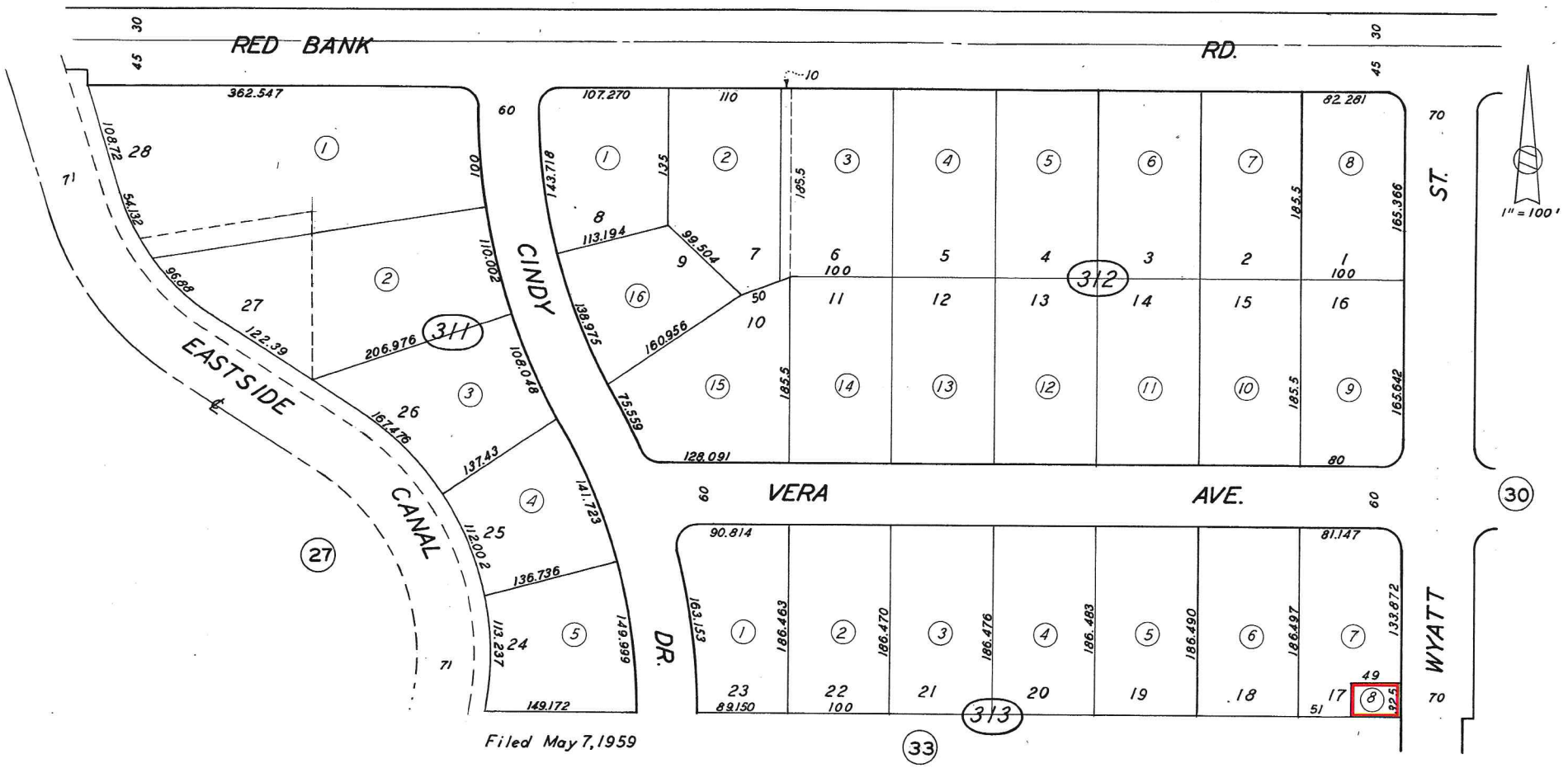
TRACT 2196

PTN OF N1/2 OF NW1/4 OF NE1/4 OF SEC. 12 T.30S. R.28E.

SCHOOL DIST. 68-12 173-31

08

DEL ORO WATER COMPANY
COUNTRY ESTATES



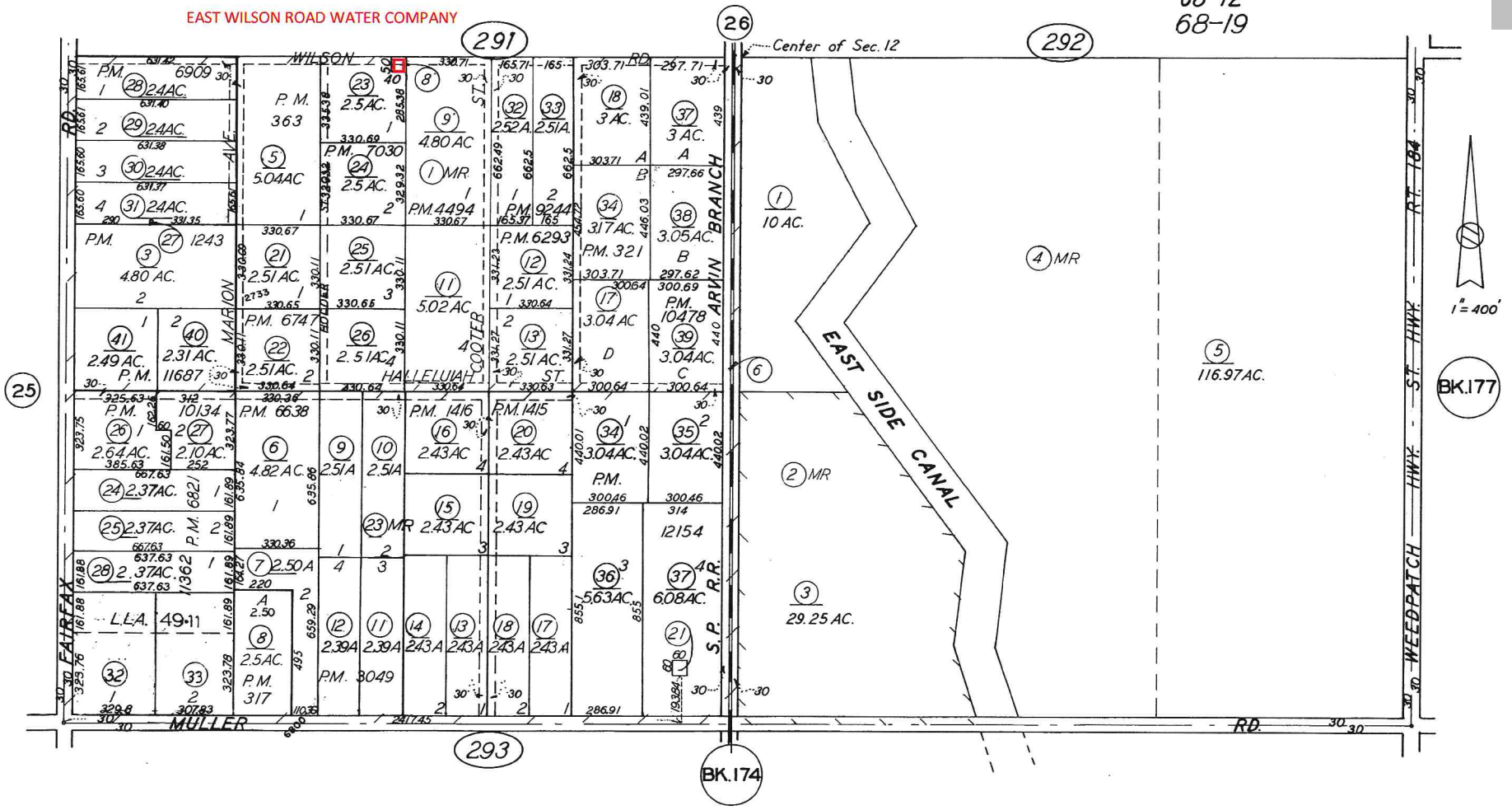
Note: This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

ASSESSORS MAP NO. 173-31
COUNTY OF KERN

AGENDA

173-29 S1/2 OF SEC. 12 T. 30 S. R. 28 E. SCHOOL DIST. 68-18 68-12 68-19 173-29

EAST WILSON ROAD WATER COMPANY



Revised: 09/12/2017

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

ASSESSORS MAP NO. 173-29
COUNTY OF KERN

AGENDA

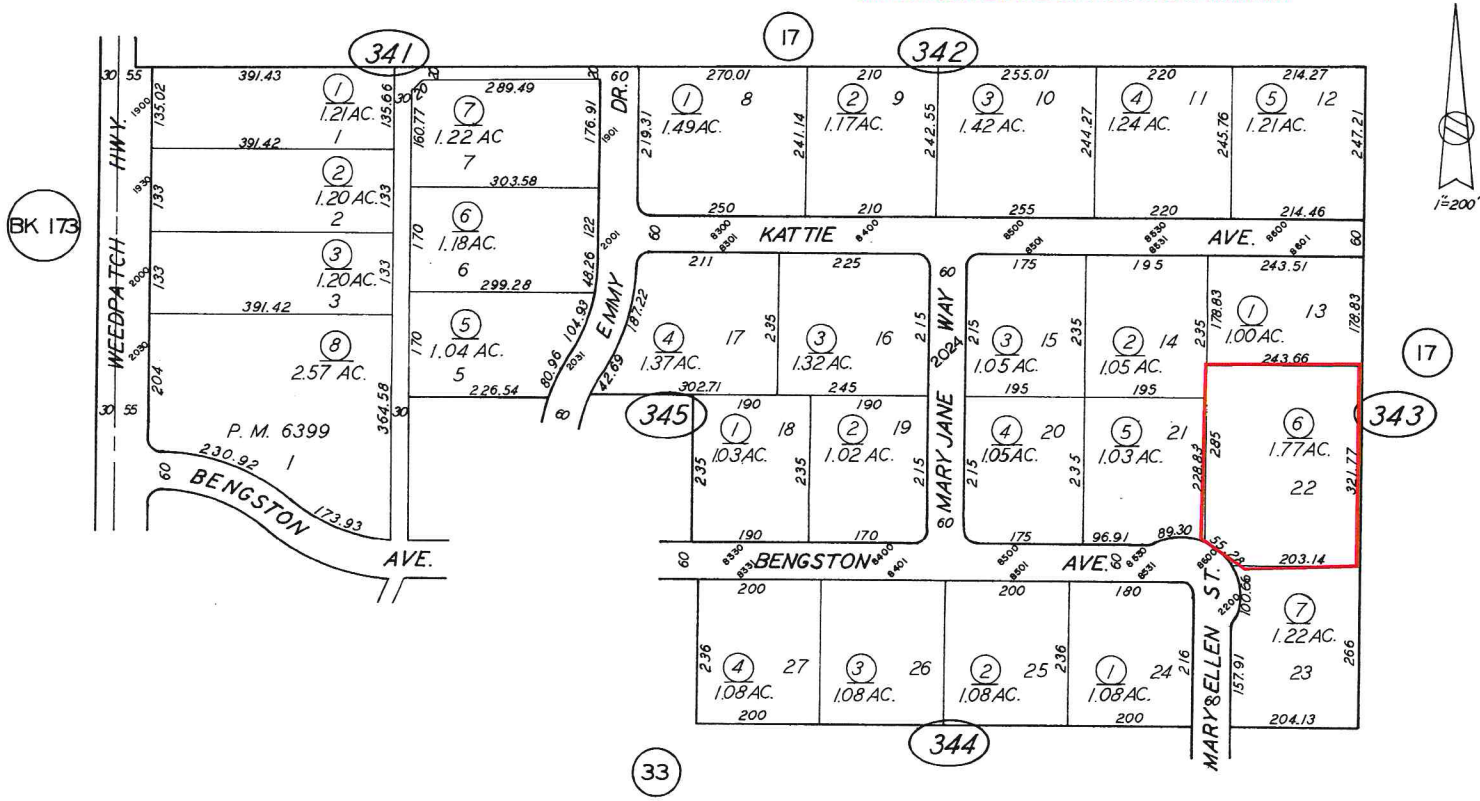
177—34

TRACT 4414—B
PTN. NW1/4 OF SEC. 7 T.30S. R.29E.

SCHOOL DIST. 68—24

177—34

SAN JOAQUIN ESTATES MUTUAL WATER COMPANY



Filed: July 10, 1981

Revised 8/27/2014

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

ASSESSORS MAP NO. 177—34

COUNTY OF KERN

AGENDA

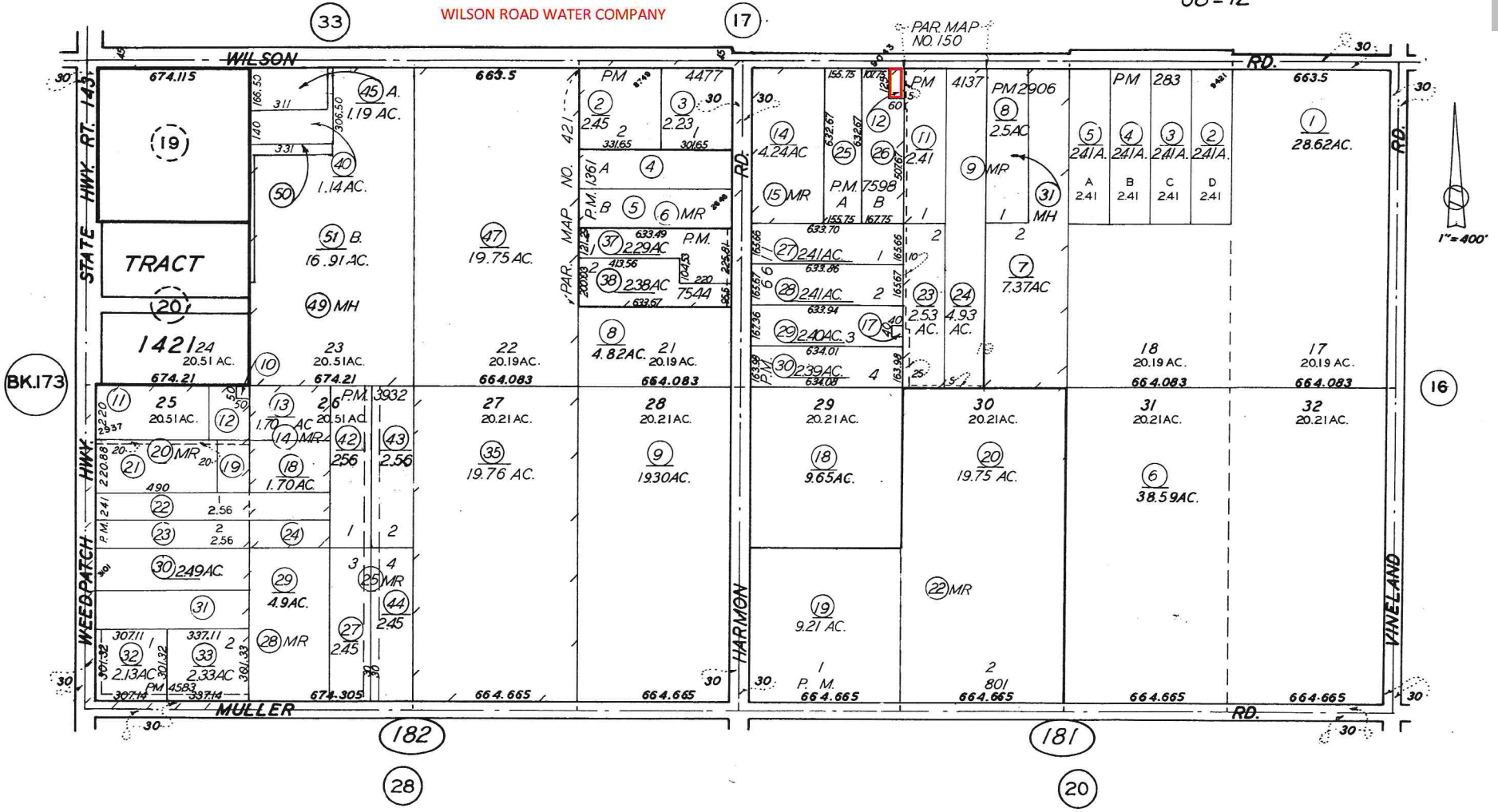
177 - 18

KERRNITA TRACT NO. 1

SCHOOL DIST. 00-3 68-12

177 - 18

WILSON ROAD WATER COMPANY



Revised: 03/25/2015

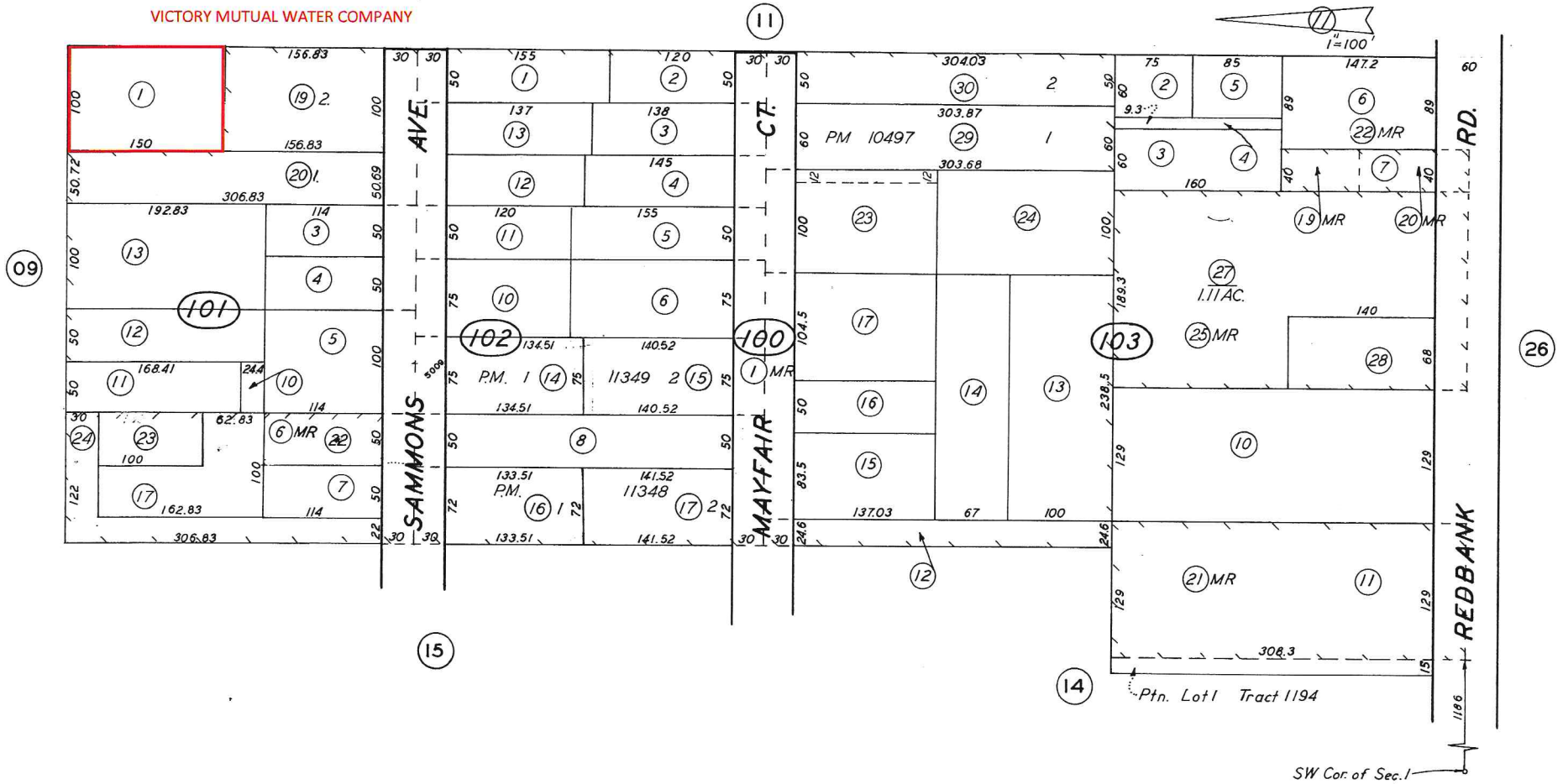
Note: This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

ASSESSORS MAP NO. 177 - 18
COUNTY OF KERN

AGENDA

173-10 PTN. OF SW1/4 SEC. 1 T.30 S.R.28E. SCHOOL DIST. 68-2 173-10

VICTORY MUTUAL WATER COMPANY



Revised: Jul. 25, 2006

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

ASSESSORS MAP NO. 173-10
COUNTY OF KERN

AGENDA

CONSOLIDATION AND WATER SERVICE AGREEMENT BETWEEN EAST NILES COMMUNITY SERVICES DISTRICT AND SAN JOAQUIN ESTATES MUTUAL WATER COMPANY

THIS AGREEMENT is made as of the day of 9-6-, 2024, for identification purposes only, by and between East Niles Community Services District, a Community Services District formed and operating pursuant to the Community Services District Law, as set forth in California Government Code Section 61,000 et seq., ("DISTRICT"), and San Joaquin Estates Mutual Water Company, Water System Number 1500575, a California Corporation ("SAN JOAQUIN").

RECITALS

A. DISTRICT is a public agency organized and operating as a community services district, and existing under the laws of the State of California. DISTRICT's service area is described in the document attached hereto as **Exhibit "A"** and incorporated herein by this reference.

B. SAN JOAQUIN is a California nonprofit mutual benefit corporation organized and operating for the purpose of providing water to its members under the laws of the State of California. SAN JOAQUIN is the owner of the property commonly referred to as San Joaquin Estates Mutual Water Company, and presently provides water service to its members, who are shareholders of SAN JOAQUIN's service area is described in the document attached hereto as **Exhibit "B"** and incorporated herein by this reference.

C. It has been determined by the State of California Water Resources Control Board ("SWRCB"), Division of Drinking Water, that the water provided by SAN JOAQUIN does not meet the standards of the SWRCB. DISTRICT has obtained funding from the SWRCB's Division of Financial Assistance (Agreement No. SWRCB0000000000D2002050) to conduct investigations and to prepare technical, environmental, legal, and other documents to determine and prepare for improvements to the SAN JOAQUIN Water System and to construct the necessary improvements that will bring it into compliance with all applicable laws and regulations, with the consolidation of SAN JOAQUIN into the DISTRICT (the "Consolidation") being a condition to receiving that funding.

D. In connection with the Consolidation, SAN JOAQUIN's service area will be annexed to, and combined with, DISTRICT's service area, and DISTRICT will thereafter provide water service to SAN JOAQUIN's existing active connections and future service connections within the boundaries of Exhibit "B." In addition to said annexation and as part of the Consolidation, SAN JOAQUIN will transfer to DISTRICT those certain easements described in the document attached hereto as **Exhibit "C"**. SAN JOAQUIN understands that DISTRICT will not acquire any assets of SAN JOAQUIN other than the assets and easements transferred pursuant to this Agreement. Any remaining assets of SAN JOAQUIN not transferred pursuant to this Agreement will be abandoned and all costs associated with said abandonment are eligible for reimbursement. Following the consolidation of SAN JOAQUIN and DISTRICT, SAN JOAQUIN

will relinquish its Water Supply Permit.

E. DISTRICT is in agreement with the proposed Consolidation, as set forth herein, so long as the funding to be provided by SWRCB is obtained to modify, repair, and/or replace the non-compliant portions of the SAN JOAQUIN Water System and to provide sufficient improvements to the DISTRICT's water system so as to allow the DISTRICT to serve the SAN JOAQUIN service area without detriment to DISTRICT's existing customers.

F. DISTRICT's Funding Agreement No. SWRCB0000000000D2002050 with the SWRCB's Division of Financial Assistance ("Funding Contract") includes construction monies ("the Fund") to be used for the construction of facilities necessary to bring the SAN JOAQUIN Water System into a condition deemed appropriate by DISTRICT for it to assume the operation and control thereof, to improve DISTRICT's water system (including but not limited to well(s), storage tanks, pump station(s), pipelines, treatment facilities, controls and monitoring system, etc.), to reimburse and/or fund DISTRICT for its actual eligible costs, deposits, and property purchases, in accordance with the terms and conditions set forth in the Funding Contract, in connection with the Consolidation..

G. The Project materials submitted by DISTRICT to the SWRCB as described in Recital F are ongoing and in various stages of analysis and review, subject to final SWRCB approval.

H. The purpose of this Agreement is to set forth the terms and conditions of the Consolidation, under which DISTRICT will assume the obligation to supply domestic water service to the area currently being served by SAN JOAQUIN, subject to full and complete satisfaction by DISTRICT and SAN JOAQUIN of all requirements and conditions necessary to comply with the Funding Contract, including said parties' execution of this Agreement.

COVENANTS AND AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS, REPRESENTATIONS, AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. **TRANSFER OF SAN JOAQUIN ASSETS.** Subject to the terms and conditions set forth in this Agreement, upon the Closing (as defined in Section 3(a), below), SAN JOAQUIN agrees to convey, transfer, assign, and deliver to DISTRICT, and DISTRICT agrees to accept from SAN JOAQUIN, all of the real property described on **Exhibit "C"**, which are collectively referred to herein as the "Assets," including, without limitation, the following:

(a) All water rights of whatever nature held, owned, and/or possessed by, or otherwise existing in the name of, SAN JOAQUIN;

(b) All financial records, accounts receivable, maps, reports, operating and building records, permits and licenses, warranties, agreements, policies, and other documentation in regard to the financial condition and operation of SAN

JOAQUIN;

(c) Customer list(s) and property owner(s) records of all persons and/or entities who are members of SAN JOAQUIN and/or to whom SAN JOAQUIN presently supplies water;

(d) SAN JOAQUIN's cash reserves, cash receivables, cash equivalents, prepaid insurance, and other assets, which may be utilized by DISTRICT at its sole discretion to assist former members of SAN JOAQUIN with the cost of any relocation of service lines to accommodate the Project, which otherwise will be the sole financial responsibility of such former members of SAN JOAQUIN; and

(e) Pursuant to California Civil Code § 954, any and all settlements, claims, demands, actions, causes of action, obligations, liens, damages, and liabilities of any nature whatsoever, known or not known, suspected or claimed, past, present, or future, relating to or arising out of any act, cause, matter or thing stated, claimed, or alleged or that could have been stated, claimed, or alleged by SAN JOAQUIN against any person or entity, including but not limited to those related to the causation of any damages of any type or character to any Assets to be transferred hereunder and/or to the water supply used by SAN JOAQUIN, and including but not limited to claims related to 1, 2, 3-trichloropropane (TCP).

A listing and inventory of the Assets to be transferred pursuant to this Agreement include, and are limited to, all real property described on **Exhibit "C,"** and those assets listed in Section 1 herein. The Assets specifically known to SAN JOAQUIN shall be itemized and approved by both parties prior to the Close of Escrow.

2. **WATER SERVICE TO SAN JOAQUIN MEMBERS.** In connection with the Consolidation, DISTRICT, as the surviving entity, upon the Closing, shall assume the obligation to provide water service to eligible persons and entities within the SAN JOAQUIN service area, including SAN JOAQUIN's members and their properties, subject to each person's or entity's compliance with DISTRICT's existing and future rules, regulations, and policies for water service, and specifically including payment for services and providing all necessary information to allow DISTRICT to set up customer accounts for such persons or entities.

3. **ESCROW.**

(a) Within (5) days of execution of this Agreement, DISTRICT and SAN JOAQUIN shall open an escrow at _____ ("Escrow Holder"). Escrow charges for this service shall be paid by SAN JOAQUIN, subject to reimbursement under the Funding Contract. The escrow closing date ("Closing" or "Close of Escrow") shall be the later of the dates upon which all of the following have occurred: (1) all work on SAN JOAQUIN Project Components are completed, as acknowledged by SAN JOAQUIN and DISTRICT and water service can be provided to the SAN JOAQUIN service area, (2) final annexation of the SAN JOAQUIN service area into the DISTRICT by LAFCO, or (3) and provision of water service by DISTRICT as

specified in Section 2, above; provided however the parties may mutually agree in writing to modify the date of Closing. As part of the same escrow, SAN JOAQUIN shall convey by Grant Deed its interest in all of SAN JOAQUIN's real property identified in **Exhibit "C."**

(b) Property taxes and assessments on any of the Assets shall be prorated by Escrow Holder between SAN JOAQUIN and DISTRICT as of the Closing, based on the most current statements and information available to the parties. All property or other taxes payable in connection with any SAN JOAQUIN assets being transferred hereunder shall be prorated and those taxes applicable to times prior to the Closing shall be paid by SAN JOAQUIN outside of escrow or be paid through the escrow in connection with the Closing.

(c) With respect to SAN JOAQUIN's real property, SAN JOAQUIN shall pay any documentary transfer tax. SAN JOAQUIN shall also pay the fee for the recording of the Grant Deed(s) and the premium for the CLTA Owner's Policy. The parties acknowledge that any such transfer taxes and recording fees and all other Escrow costs are considered to be reimbursable under the Funding Contract and DISTRICT shall cooperate with SAN JOAQUIN in obtaining reimbursement of those costs in advance of the Closing, to the extent possible.

4. **SAN JOAQUIN OBLIGATIONS AND LIABILITIES.** It is expressly understood and agreed that DISTRICT shall not be liable for any debts, obligations, or liabilities of SAN JOAQUIN of any kind or nature, other than those specifically assumed by DISTRICT in this Agreement. DISTRICT specifically does not assume any of SAN JOAQUINS' liabilities or obligations, existing or contingent, known or unknown, except for the water service obligations set forth in Section 2 of this Agreement. Further, SAN JOAQUIN recognizes, understands, and acknowledges that SAN JOAQUIN shall continue to be responsible for any and all obligations of SAN JOAQUIN, including but not limited to accounts payable that exist as of Closing and any obligation for outstanding back taxes. SAN JOAQUIN hereby agrees to hold harmless and indemnify DISTRICT for all loss, expenses, damages, and costs arising from or in connection with SAN JOAQUINS' liabilities or obligations not assumed pursuant to this paragraph.

5. **CONDITIONS PRECEDENT.** The following shall be conditions precedent to DISTRICT's responsibility to perform its obligations under this Agreement:

(a) On or before five (5) days after the opening of escrow, SAN JOAQUIN shall provide, at SAN JOAQUIN's cost, a preliminary title report ("PTR") issued by a title insurance company reflecting the status of the title in SAN JOAQUIN's water rights which may exist, real estate, leasehold interest, easements, and such other real property assets which are included in the Assets being transferred hereunder. Within ten (10) business days after receipt of the PTR, DISTRICT shall notify SAN JOAQUIN, in writing, of any title exceptions within the PTR which DISTRICT disapproves. As to any items disapproved by DISTRICT, SAN JOAQUIN shall thereafter have a period of thirty (30) days in which to cure or remove the same. At the end of the thirty (30) days period, SAN JOAQUIN shall notify DISTRICT,

in writing, of any disapproved title exception which SAN JOAQUIN is unable to cause to be removed or insured against prior to or at Closing, and DISTRICT shall then, within (10) business days thereafter, elect, by giving written notice to SAN JOAQUIN and Escrow Holder (i) to terminate the Agreement, (ii) to waive its disapproval of such exceptions, in which case, such exception shall be deemed approved. In the event any lien or encumbrance is recorded against any SAN JOAQUIN property after delivery of the PTR to DISTRICT, SAN JOAQUIN agrees to remove or cause to be removed such lien or encumbrance prior to the Close of Escrow.

(b) A title company shall stand ready to issue at the Closing a CLTA Owners Policy or Title Insurance (the "Title Policy") on all of SAN JOAQUIN's real property together with endorsements reasonably requested by DISTRICT with liability equal to the fair market value of the real property, subject to the exceptions permitted by DISTRICT and the general and special taxes and assessments not then delinquent and lien, if any, for current real property taxes for the fiscal year in effect at the time of the Closing.

(c) SAN JOAQUIN's service area is to be annexed into DISTRICT, with funding for same to be pursuant to the Funding Contract, and at no cost to DISTRICT. In connection with the Closing of the Consolidation, the parties shall file with the Local Agency Formation Commission for Kern County ("LAFCO") notice of the Consolidation and/or other documents as may be required by LAFCO, along with a map showing DISTRICT's post-Consolidation combined service area.

(d) Within Sixty (60) days after the execution of this Agreement, SAN JOAQUIN shall provide any necessary member approvals and Board of Directors' resolutions authorizing the transfer of the water purveying business and Assets to DISTRICT and annexation of SAN JOAQUIN's service area into the DISTRICT.

(e) There shall be no material breach of any of SAN JOAQUIN's representations, warranties, and covenants set forth in Paragraphs 7 and 8 of this Agreement as of the Closing.

(f) SAN JOAQUIN shall have delivered to the Escrow Holder the items described in Paragraph 10 of this Agreement.

(g) Full and complete satisfaction by DISTRICT and SAN JOAQUIN of all requirements and conditions necessary to secure the Funding Contract.

(h) Receipt by DISTRICT of the fully executed Funding Contract.

(i) Construction of SAN JOAQUIN Project Components to the satisfaction of DISTRICT in the exercise of its reasonable discretion without any legal challenge

thereto.

The conditions set forth in this Section are solely for the benefit of DISTRICT and may be waived only by DISTRICT. DISTRICT shall, at all times prior to the termination of this Agreement, have the right to waive any term of this Agreement and shall have the right to waive any of these conditions; provided that such waiver is in writing.

6. **TAXES.** To the extent applicable, SAN JOAQUIN agrees to pay all sales and use taxes, to the extent of liability therefor, arising out of the transfer of the Assets, and shall pay said taxes on or before the Closing. DISTRICT shall not be responsible for any business, occupation, withholding, or similar tax, or any taxes of any kind related to any period before the Closing, including any income taxes representing SAN JOAQUIN's liability for operation of the business prior to the Closing.

7. **REPRESENTATIONS AND WARRANTIES.** SAN JOAQUIN represents and warrants to DISTRICT that the following matters are true and correct as of the execution of this Agreement and will also be true and correct as of the Closing:

(a) SAN JOAQUIN has all necessary corporate powers to own its own properties and to carry on its business as now owned and operated by SAN JOAQUIN.

(b) SAN JOAQUIN is a corporation, duly organized, validly existing and in good standing under the laws of the State of California. SAN JOAQUIN has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons are necessary in connection therewith, except as specified in subdivision (e), below.

(c) All of the documents executed by SAN JOAQUIN which are to be delivered to DISTRICT at the Closing date shall have been duly authorized, executed, and delivered by SAN JOAQUIN and will be legal, valid, and binding obligations of SAN JOAQUIN enforceable against SAN JOAQUIN in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting parties generally), and will not violate any provisions of any agreement to which SAN JOAQUIN is a party or to which it is subject.

(d) There are no undisclosed liabilities, debts, or other obligations of SAN JOAQUIN outstanding, or in any way left unresolved, as of the date of this Agreement.

(e) SAN JOAQUINS' members have authorized and approved the Consolidation, including authorizing SAN JOAQUIN to enter into this Agreement and have authorized SAN JOAQUIN to perform its other obligations as set forth in this Agreement.

(f) The zoning of SAN JOAQUINS' real property, representing the facilities for SAN

JOAQUINS' water purveying business, permits the presently existing improvements and the continuation of the business presently being conducted on the subject property.

(g) **Exhibit "C"** to this Agreement, describes the real property to be transferred pursuant to this Agreement. No real property set forth in **Exhibit "C"** is held under any lease, security agreement, conditional sales contract, or other title retention of security arrangement or is located other than in the possession of SAN JOAQUIN on SAN JOAQUIN's business premises.

(h) SAN JOAQUIN is and will be at Closing the sole fee owner of SAN JOAQUIN's real property described on **Exhibit "C"**, and now has and will at Closing have full right, power, and authority to enter into this Agreement and to sell, convey, and transfer such real property and all rights appurtenant thereto to DISTRICT, free and clear of any and all liens, encumbrances, restrictions, conditions, covenants, assessments, defects, claims encroachments, or exceptions (other than those approved by DISTRICT in or pursuant to Paragraph 5(a) hereof) and to carry out each and every one of SAN JOAQUIN's obligations hereunder.

(i) SAN JOAQUIN has not previously assigned, transferred or conveyed in any manner whatsoever all or any portion of the Assets which are the subject of this Agreement, or any interest therein.

(j) Except as set forth herein, there are no pending or, to SAN JOAQUIN's best knowledge, threatened claims, proceedings, lawsuits, or allegations of any kind, whether for taxes or otherwise, concerning SAN JOAQUIN or the Assets or the Consolidation. At the Closing, SAN JOAQUIN will not be in default under any agreements, encumbrances, or instruments pertaining to SAN JOAQUIN or the Assets.

(k) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not, to SAN JOAQUIN's best knowledge: (i) violate any provisions of, or require any consent, authorization, or approval under any law, administrative regulation, any order, award, judgment, writ, injunction, or decree applicable to, or any governmental permit or license issued to, SAN JOAQUIN relating to the Assets; or (ii) result in the creation of any lien, charge, or encumbrance upon the Assets.

(l) To SAN JOAQUIN's best knowledge, neither SAN JOAQUIN nor any third party has used, generated, manufactured, refined, produced, processed, stored, or disposed of on, under, or about SAN JOAQUIN's real property, or transported to or from the real property, any hazardous materials, nor does SAN JOAQUIN intend to use the real property in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing, or transporting hazardous materials. For the purposes hereof, "hazardous materials" shall mean any flammable explosive, radioactive materials, asbestos, petroleum, organic

compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, or related materials, including, without limitation, any substances currently considered as such by the general public and/or currently defined as or included in the definition of "hazardous substances", "hazardous material", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 8601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq.; and in the regulations adopted, published, and/or promulgated pursuant to said laws.

(m) If and to the extent SAN JOAQUIN has any employees, SAN JOAQUIN has no existing employment contracts with any of its employees. All personnel are presently employed on an hourly wage basis, and SAN JOAQUIN provides no fringe benefits which may present a continuing liability to DISTRICT as a condition to retained employment or present personnel. There is no pending or threatened labor dispute, strike, or work stoppage affecting SAN JOAQUINS' business. DISTRICT shall not assume any liability in regard to employee benefits of any nature whatsoever with respect to any current or prior SAN JOAQUIN employee. DISTRICT shall not be obligated to retain any SAN JOAQUIN employee, consultant, independent contractor, or other representative or agent.

(n) SAN JOAQUIN has complied with, and is not in violation of, any applicable federal, state, or local statute, law, or regulation, including, without limitation, any applicable building, zoning, or other law, ordinance, or regulation, and is not presently involved in any action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending, which may impose some liability or lien upon SAN JOAQUIN's business, the assets therein, or restrictions thereof. Except as disclosed to DISTRICT during its due diligence, SAN JOAQUIN is not aware of any defects in the Water System or instrumentalities comprising its business.

(o) All federal, state, and local income, real, personal, and any other tax returns with respect to the operation and Assets of SAN JOAQUIN which are required to be filed or paid, have been filed or will be filed within thirty (30) days after Closing, and SAN JOAQUIN has paid or caused to be paid, or will timely pay, to the respective taxing authorities all taxes as shown on such returns, or on any assessment received by it, to the extent that such taxes have become due. SAN JOAQUIN knows of no proposed tax or assessments against SAN JOAQUIN or the Assets.

(p) All representations and warranties of SAN JOAQUIN set forth in this paragraph, and in any written statements delivered to DISTRICT under this Agreement, will also be true and correct as of the Closing as if made on that date and shall survive the Closing.

8. **COVENANTS.** SAN JOAQUIN hereby covenants with the DISTRICT as follows:

(a) After the date hereof and prior to the Closing, no part of the Assets, or any interest therein, will be sold or otherwise transferred or encumbered, other than in the ordinary course of SAN JOAQUIN's business, without DISTRICT's prior written consent.

(b) SAN JOAQUIN authorizes DISTRICT to act on SAN JOAQUIN's behalf, as may be necessary in connection with the Funding Contract and any related financing issues concerning the State Water Resources Control Board and the financial assistance it is providing.

(c) Except with respect to this Agreement and such other contracts and agreements as are necessary to cause the completion of the transaction contemplated herein, no leases, contracts, agreements, or commitments (collectively, "Submittals") shall be executed which shall bind the Assets or SAN JOAQUIN without the prior written approval and consent of DISTRICT, which consent and approval may be withheld in the reasonable discretion of DISTRICT.

(d) SAN JOAQUIN agrees that it will not, prior to Closing, permit any alteration, modification, or addition to the Water System, other than emergency repairs, except as approved in writing by DISTRICT. SAN JOAQUIN will carry on its business activities diligently and will not become delinquent in the payment of any accounts payable.

(e) No default of SAN JOAQUIN shall be permitted to occur under any contract or agreement by which SAN JOAQUIN is or may be bound, which default will materially and adversely affect this Agreement.

(f) SAN JOAQUIN shall promptly notify DISTRICT of any asserted and/or threatened claim which directly or indirectly materially affects or could affect SAN JOAQUIN, its Assets, or this Agreement.

(g) SAN JOAQUIN shall continue to insure all of its assets and business providing the customary coverage, including property damage and loss of income by fire or other casualty, and adequate insurance protection against all liabilities, claims, and risks customarily insured in SAN JOAQUIN's type of business, up to the Closing.

9. **ACCESS.** DISTRICT and its counsel, accountants, engineers, consultants, and other agents and representatives shall have full access during normal business hours, upon at least twenty-four (24) hours' notice, to all properties (real and personal), books, accounts, records, contracts, and documents of or relating to SAN JOAQUIN. DISTRICT, its agents and representatives, shall be entitled to enter onto any real property owned by SAN JOAQUIN to carry out the intent of this Agreement. SAN JOAQUIN shall furnish, or cause to be furnished, to DISTRICT and its representatives, all data and information concerning the business, finances, and properties of SAN JOAQUIN that may reasonably be requested.

10. **CLOSING DOCUMENTS.** At least one (1) business day before the Closing, SAN JOAQUIN shall deliver or cause to be delivered to DISTRICT or Escrow Holder the following:

(a) A certificate issued by the Secretary of State of California showing that it is a corporation presently in good standing under the laws of the State of California.

(b) An Entity Status Letter from the California Franchise Tax Board showing SAN JOAQUIN is in good standing with the Franchise Tax Board.

(c) A Resolution of SAN JOAQUIN's Board of Directors confirming the members of SAN JOAQUIN authorized and approved this Agreement.

(d) SAN JOAQUIN agrees to furnish DISTRICT a Clearance Certificate from the California State Board of Equalization and the Department of Employment Development, and any related certificates that DISTRICT may reasonably request as evidence that all sales, use, employment, and other taxes of SAN JOAQUIN accruing before Closing of Escrow had been fully satisfied or provided for.

(e) SAN JOAQUIN shall deliver, or cause to be delivered, to DISTRICT, if applicable, instruments of assignment and transfer, such as a bill of sale, transferring all personal properties of SAN JOAQUIN of every kind and description, including, but not limited to, leasehold improvements, pipes, and pumping equipment supplies and other property, both tangible or intangible, which form or forms shall be satisfactory to DISTRICT.

(f) A grant deed, executed by SAN JOAQUIN, in recordable form, conveying SAN JOAQUINS' interests in the real property, as described on Exhibit "C", to DISTRICT, free and clear of all claims, liens and encumbrances, except exceptions permitted hereunder.

(g) Evidence from the California Secretary of State showing no financing statements filed on or against SAN JOAQUIN or SAN JOAQUINS 'Assets.

(h) Any additional instrument(s), signed and properly acknowledged by SAN JOAQUIN, if appropriate, as necessary to comply with this Agreement and to consummate the transaction contemplated by this Agreement.

11. **POSSESSION AFTER CLOSING.** Upon Closing, SAN JOAQUIN, through its officers, agents, and employees, will put DISTRICT into full possession and enjoyment of the Assets and all properties necessary to carry out the intent of this Agreement.

12. **INDEMNITY.** SAN JOAQUIN shall indemnify, defend, and hold harmless DISTRICT against and with respect to any and all claims, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees that it shall incur or suffer, which arise, result from, or relate to any breach of, or failure by SAN JOAQUIN or SAN JOAQUIN's shareholders or members to perform, any of SAN JOAQUINS'

representations, warranties, covenants, or agreements in this Agreement or in any schedule, certificate, exhibit, or other instrument furnished or to be furnished by SAN JOAQUIN under this Agreement. In addition, SAN JOAQUIN shall indemnify and hold DISTRICT harmless from and against any and all liabilities, obligations, claims, charges, or activities related to SAN JOAQUIN prior to the Closing, regardless of whether such actions are currently known or unknown. SAN JOAQUIN specifically indemnifies and holds DISTRICT harmless from any and all liabilities, obligations, claims, or charges related to any liabilities of the business, or otherwise incurred, whether known or unknown, prior to the Closing. The parties acknowledge that upon Closing, SAN JOAQUINS' Assets, as defined in Section 1 of this Agreement, including those set forth in **Exhibit "C"** and the Holdback Monies will be transferred to DISTRICT. If any liability of SAN JOAQUIN arises after Closing for a pre-Closing obligation, SAN JOAQUIN will cooperate with DISTRICT in raising funds from former SAN JOAQUIN members with respect to the satisfaction of any such liability, but it is agreed between the Parties hereto that DISTRICT shall not be responsible for any such obligation(s) of SAN JOAQUIN or its members.

13. **BROKERS.** Each of the parties represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement, and insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions.

14. **PROJECT AND PROGRESSION.**

(a) It is hereby acknowledged and understood that the Water System facilities currently being utilized by SAN JOAQUIN in its service area are in need of modification, repair, or replacement in order to meet SAN JOAQUINS' customer demand, capability, and other requirements. SAN JOAQUIN hereby acknowledges that DISTRICT would not have entered into this Agreement if DISTRICT would be required, at its cost and expense, to modify, repair, or replace any part of SAN JOAQUINS' Water System, or create any other improvement(s) necessary to provide water service to the SAN JOAQUIN service area. The parties hereto understand that this Agreement contemplates that the monies to be received from the Funding Contract will fully fund all Project costs and Escrow costs, including improvements to both SAN JOAQUIN's Water System and DISTRICT's water distribution system and related facilities. SAN JOAQUIN understands and acknowledges that the costs of the Project shall include fees and expenses for engineering, attorneys, accountants, financial consultants, bond discount, annexation, and other soft cost expenses, in addition to preconstruction matters and construction work described in the Funding Contract.

(b) (i) Unless expressly disallowed under the Funding Contract, in the event that the monies received by DISTRICT from the Funding Contract do not fully fund all Project costs, DISTRICT shall have the right, at its sole discretion and option, to rescind and cancel this Agreement, in which case DISTRICT shall return all SAN JOAQUIN Assets and any liabilities to SAN JOAQUIN and SAN JOAQUIN shall thereafter have all responsibility for such Assets and liabilities,

and shall assume all of DISTRICT's obligations under any and all construction contracts for the Project Components and shall as soon as practicable make arrangement to pay DISTRICT for all of such Project costs not reimbursed to DISTRICT under the Funding Contract. To exercise this right of rescission, DISTRICT shall notify SAN JOAQUIN of DISTRICT's election to rescind this Agreement by written notice; provided that before DISTRICT exercises its right to rescind this Agreement, the parties shall meet and confer in an attempt to resolve any issues concerning the funding of the Project costs. In the event the parties are not able to resolve the funding issues within forty-five (45) days after their initial meet and confer meeting, DISTRICT may then rescind this Agreement. In the event of such a rescission, the physical condition of the SAN JOAQUIN Water System at the time of such transfer shall be as-is, where-is, without representation or warranty.

15. **MISCELLANEOUS.**

(a) This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(b) This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. Headings are for convenience only, and shall not be used to limit, modify, or interpret the provisions of this Agreement.

(d) If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, and venue for any such action shall be in the Kern County Superior Court.

(e) DISTRICT may, on or before the Closing, terminate this Agreement without liability to SAN JOAQUIN for any of the following:

(i) Breach by SAN JOAQUIN of any term or condition on this Agreement or

any failure of any of the conditions precedent contained in Section 6 of this Agreement; or

(ii) If any bona fide action or proceeding shall be pending against either party on the Closing that could result in an unfavorable judgment, decree, or order that would hinder, prevent, or make unlawful the carrying out of this Agreement; or

(iii) If the legality and sufficiency of any or all steps taken or to be taken by the parties and either shareholders in carrying out this Agreement shall not have been approved, as may be required, by appropriate governmental authority; or

(iv) If upon the proposed Closing, one party is unable to proceed and consummate the transaction and there is no written agreement to extend said date between the parties: or

(v) It reasonably appears there will be insufficient funds from the Funding Contract to complete all of the Project; or

(vi) Any other reason contained within this Agreement.

(f) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, and properly addressed as follows:

DISTRICT

East Niles Community Services District
1417 Vale St.
Bakersfield, CA 93306

SAN JOAQUIN

San Joaquin Estates Mutual Water Company
PO Box 70162
Bakersfield, CA 94257-0700

(g) This Agreement shall be construed in accordance with and governed by laws of the State of California.

(h) SAN JOAQUIN, at any time before Closing, will execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances,

documents, and instruments of transfer reasonably requested by DISTRICT, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by DISTRICT for the purpose of carrying out the intent of this Agreement.

(i) Each of the signatories below represents and warrants that he or she has full right, power, and authority to execute and bind his or her respective party to the covenants, conditions, and requirements set forth in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed on the day and year first above written.

EAST NILES COMMUNITY SERVICES DISTRICT

By: _____
William McCalla, President

SAN JOAQUIN MUTUAL WATER COMPANY

Signed : _____
By: ALLEN ARRINGTON, President

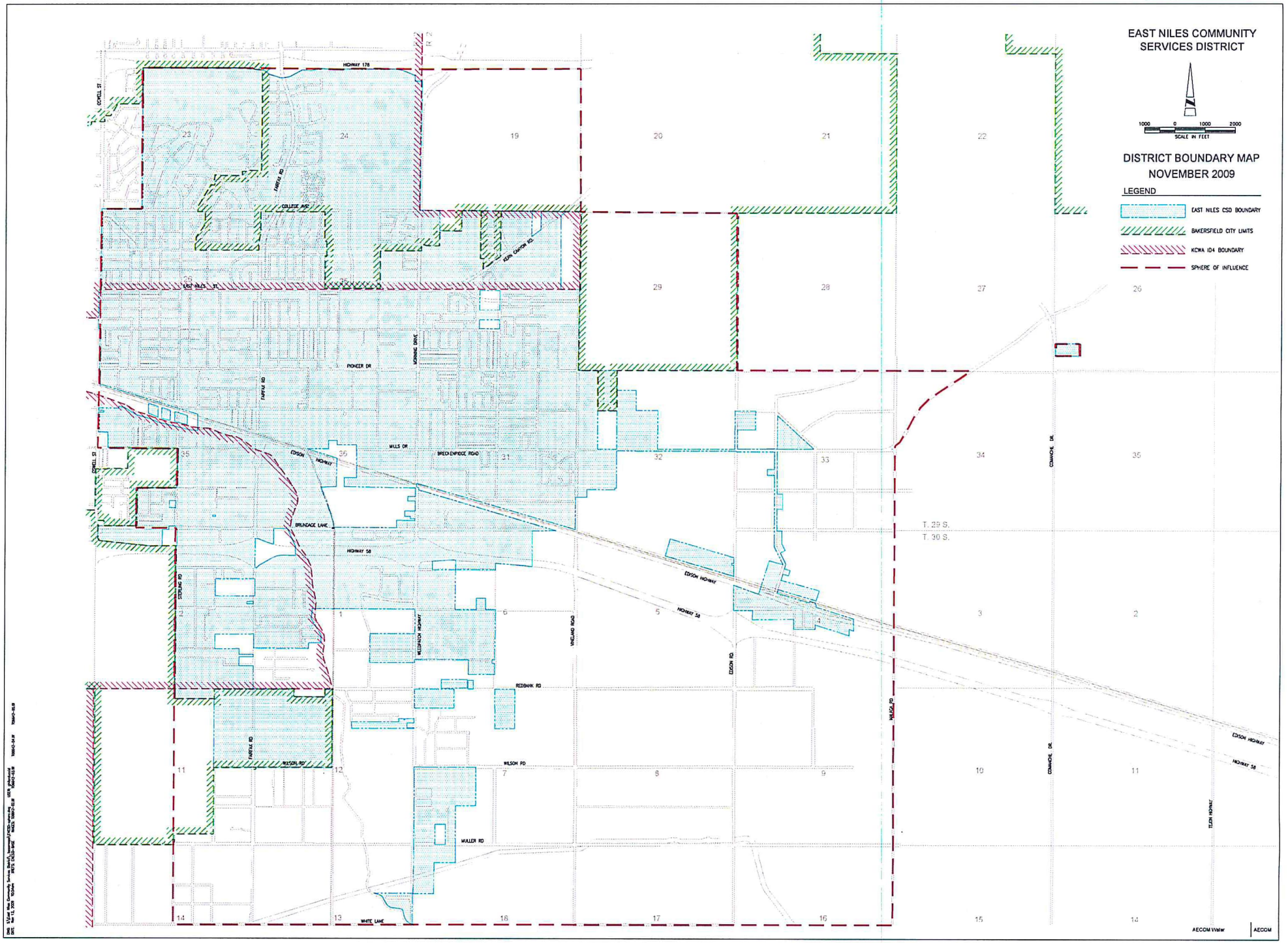
EXHIBIT LIST

EXHIBIT "A" – DESCRIPTION OF DISTRICT'S SERVICE AREA

EXHIBIT "B" – DESCRIPTION OF SAN JOAQUIN'S SERVICE AREA

EXHIBIT "C" –
DESCRIPTION OF REAL PROPERTY TO BE TRANSFERRED TO DISTRICT

EXHIBIT A



AGENDA

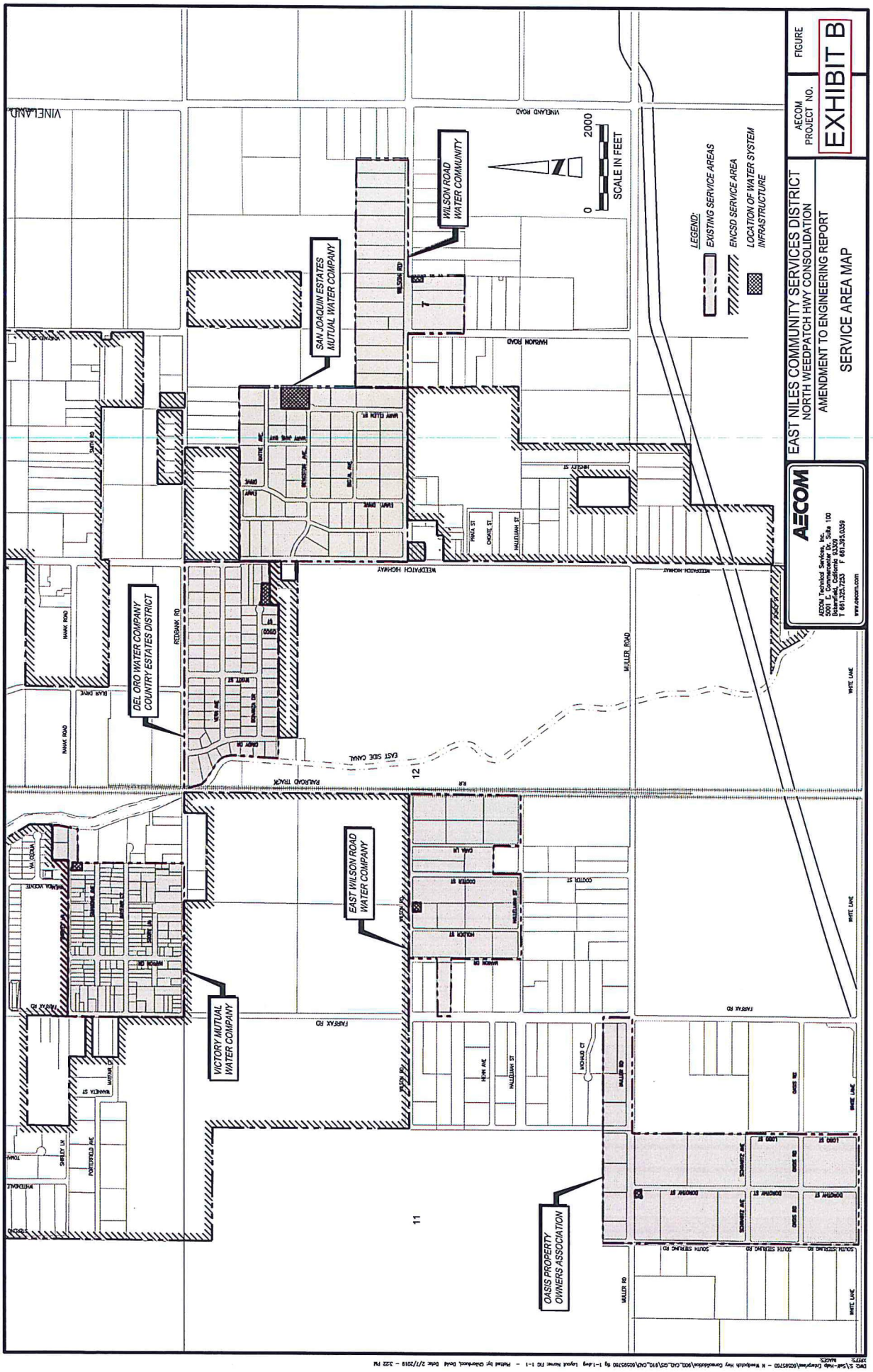

EXHIBIT B
FIGURE
AECOM PROJECT NO.
EAST NILES COMMUNITY SERVICES DISTRICT
NORTH WEEDPATCH HWY CONSOLIDATION
AMENDMENT TO ENGINEERING REPORT
SERVICE AREA MAP
AECOM
AECOM Technical Services, Inc.
5001 E. Commercenter Dr. Suite 100
Bakersfield, California 93309
T 661.325.7253 F 661.395.0339
www.aecom.com
LEGEND:
EXISTING SERVICE AREAS
ENCSD SERVICE AREA
LOCATION OF WATER SYSTEM INFRASTRUCTURE
SCALE IN FEET
0
2000
WILSON ROAD WATER COMMUNITY
SAN JOAQUIN ESTATES MUTUAL WATER COMPANY
DEL ORO WATER COMPANY COUNTRY ESTATES DISTRICT
EAST WILSON ROAD WATER COMPANY
VICTORY MUTUAL WATER COMPANY
OASIS PROPERTY OWNERS ASSOCIATION
VINELAND
WEEDPATCH HIGHWAY
HARDEN ROAD
WILSON RD
REDBANK RD
HAWK ROAD
MULLER ROAD
FARFAX RD
RAILROAD TRACK
EAST SIDE CANAL
WHITE LANE
SOUTH STRAHAN RD
11
12

Exhibit C
ENCSD North Weedpatch Highway Water System Consolidation
Summary of Existing Water System Assets

Del Oro Water Company Country Estates - Water System CA1500314

Wells	Property (APN)	System Facilities
Well 03 - Cindy	173-280-05-00-8	40,000 gallon storage tank
Well 01 - inactive	173-280-06-00-1	2 - Booster pumps
(abandoned?)	173-313-08-00-6	Hydropneumatic tank
		Well pump and motor
		Water meters on all connections

East Wilson Road Water Company - Water System CA1502699

Wells	Property (APN)	System Facilities
Well 01 - active	173-291-08	21,000 gallon storage tank
		2 - Booster pumps
		2 - Hydropneumatic tanks
		Well pump and motor

Oasis Property Owners Association - Water System CA1500585

Wells	Property (APN)	System Facilities
Well 1 - inactive	None - Easements only	3 - 20,000 gallon storage tanks
Well 2 - standby		2 - Booster pumps
Well 3 - active		Hydropneumatic Tank
		2 - Well pumps and motors

San Joaquin Estates Mutual Water Company - Water System CA1500575

Wells	Property (APN)	System Facilities
Well 1 - active	177-343-06-00-7	52,000 gallon storage tank
		2 - booster pumps
		Hydropneumatic tank
		Well pump and motor

Wilson Road Water Company - Water System CA1500494

Wells	Property (APN)	System Facilities
Well 1 - active	177-181-12-00-4	2 - 10,000 gallon storage tanks
		2 - booster pumps
		Hydropneumatic tank
		Well pump and motor

Victory Mutual Water Compay - Water System CA1500231

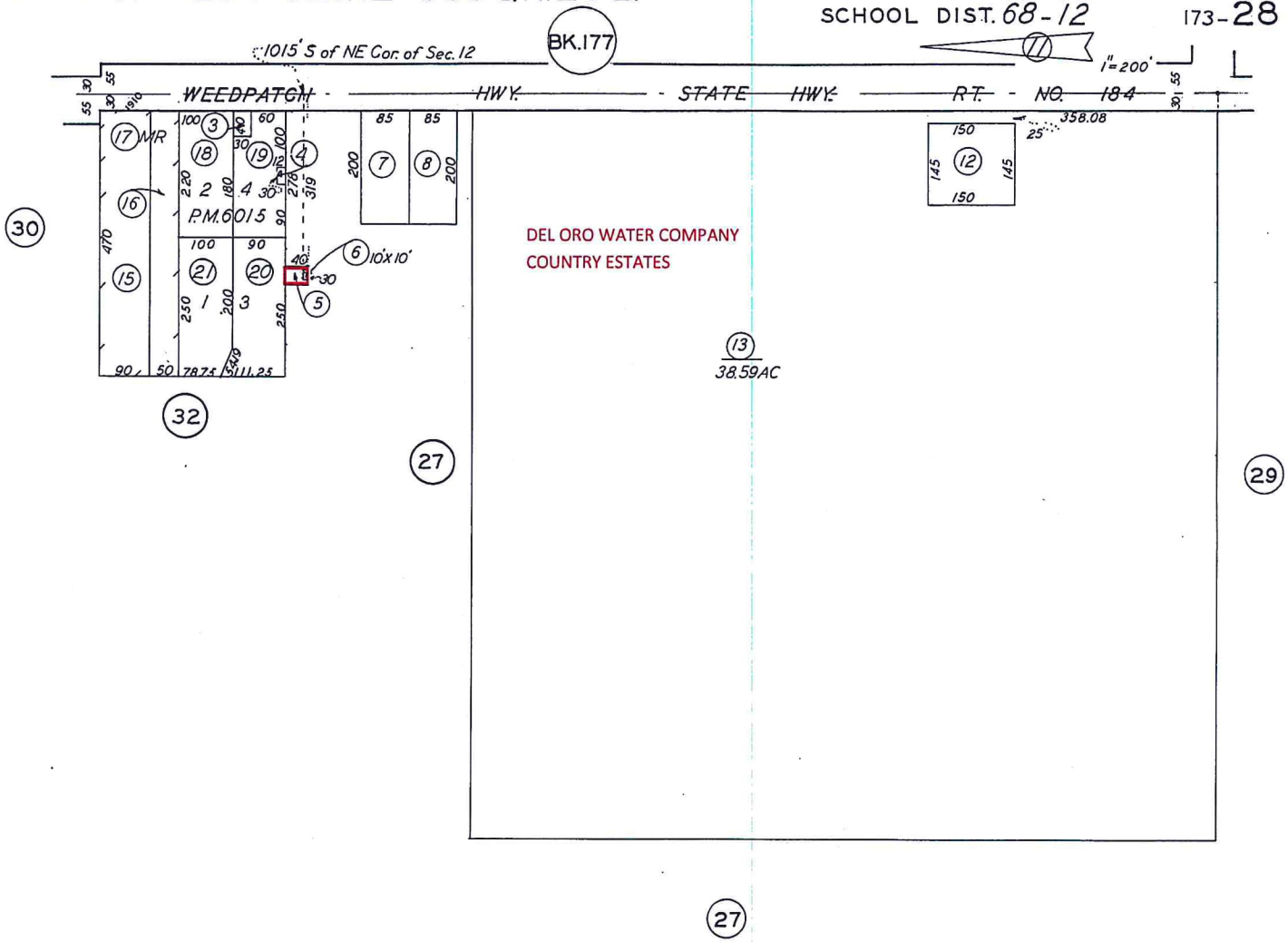
Wells	Property (APN)	System Facilities
Well 1 - Marion	173-101-01-00-0	2 - TCP treatment vessels
Well 2 - Shirley		2 - Hydropneumatic tanks
		2 - Well pumps and motors
		Water meters at all connections

173-28

PTN. OF NE1/4 SEC. 12 T. 30 S. R. 28 E.

68-38
SCHOOL DIST. 68-12

173-28



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

ASSESSORS MAP NO. 173-28
COUNTY OF KERN

AGENDA

173-31

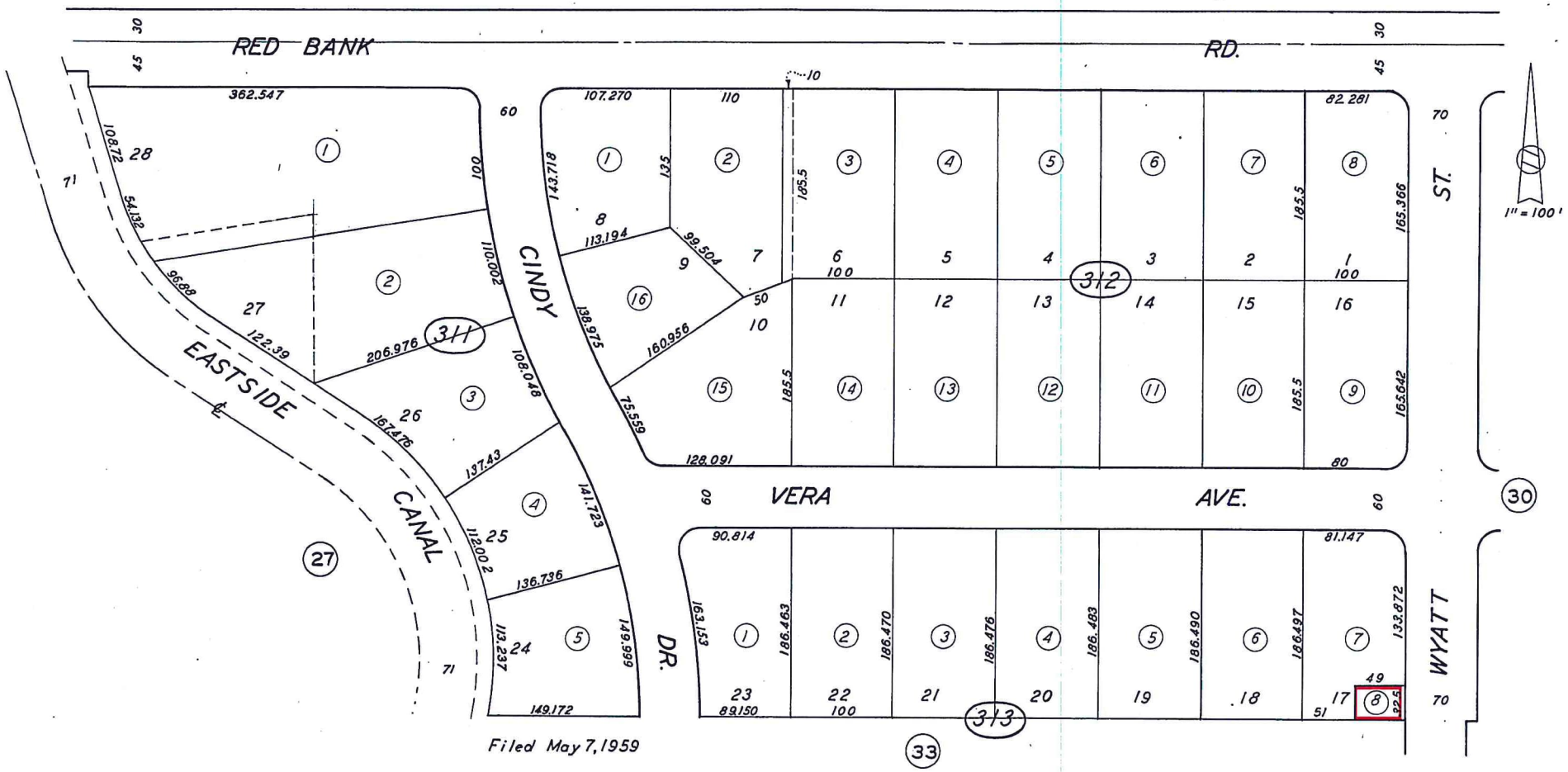
TRACT 2196

PTN OF N1/2 OF NW1/4 OF NE1/4 OF SEC. 12 T.30S. R.28E.

SCHOOL DIST. 68-12 (08)

173-31

DEL ORO WATER COMPANY
COUNTRY ESTATES



Filed May 7, 1959

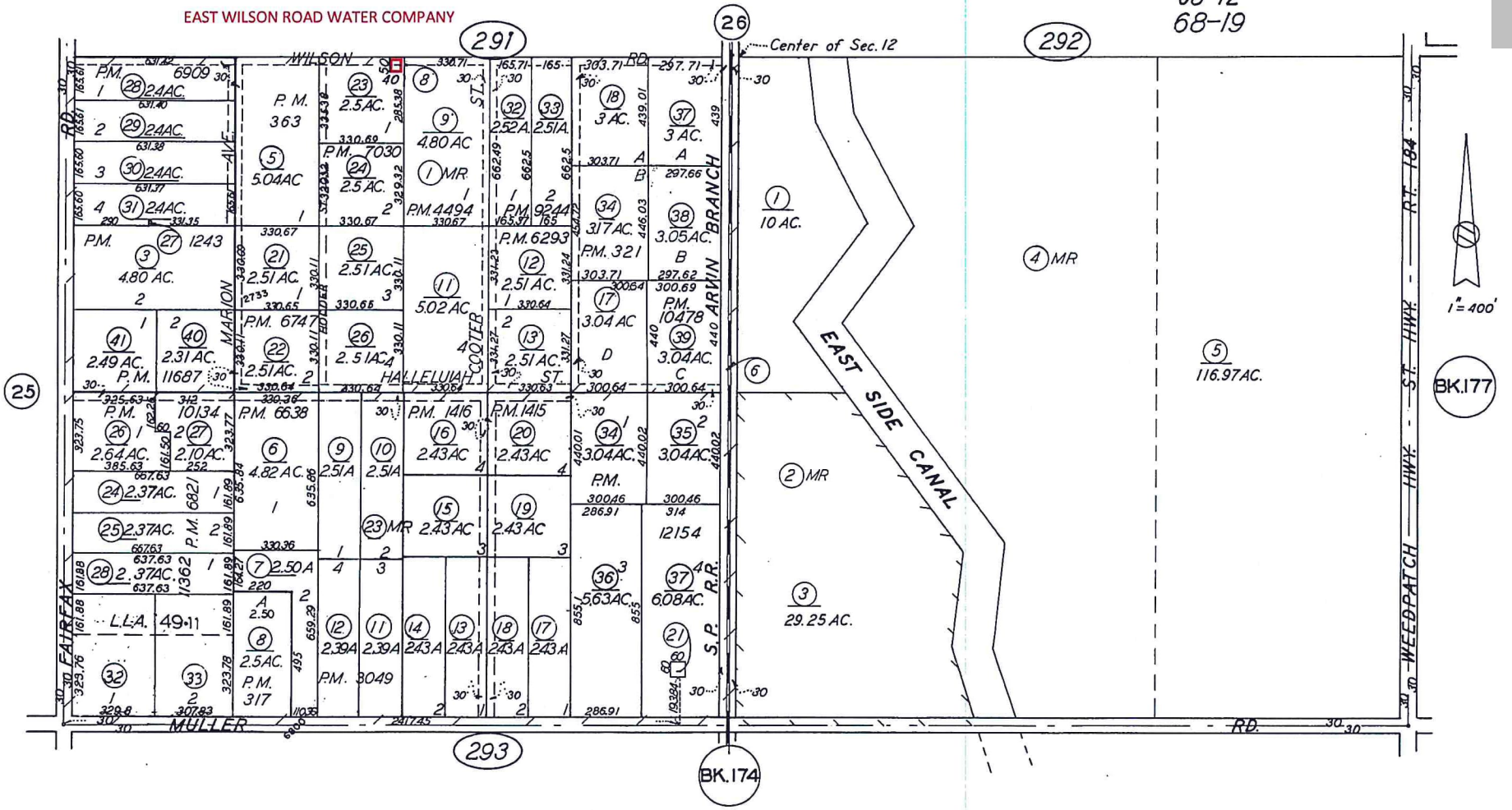
Note: This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

ASSESSORS MAP NO. 173-31
COUNTY OF KERN

AGENDA

173-29 S1/2 OF SEC. 12 T. 30 S. R. 28 E. SCHOOL DIST. 68-18 68-12 68-19 173-29

EAST WILSON ROAD WATER COMPANY



Revised: 09/12/2017

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

ASSESSORS MAP NO. 173-29
COUNTY OF KERN

AGENDA

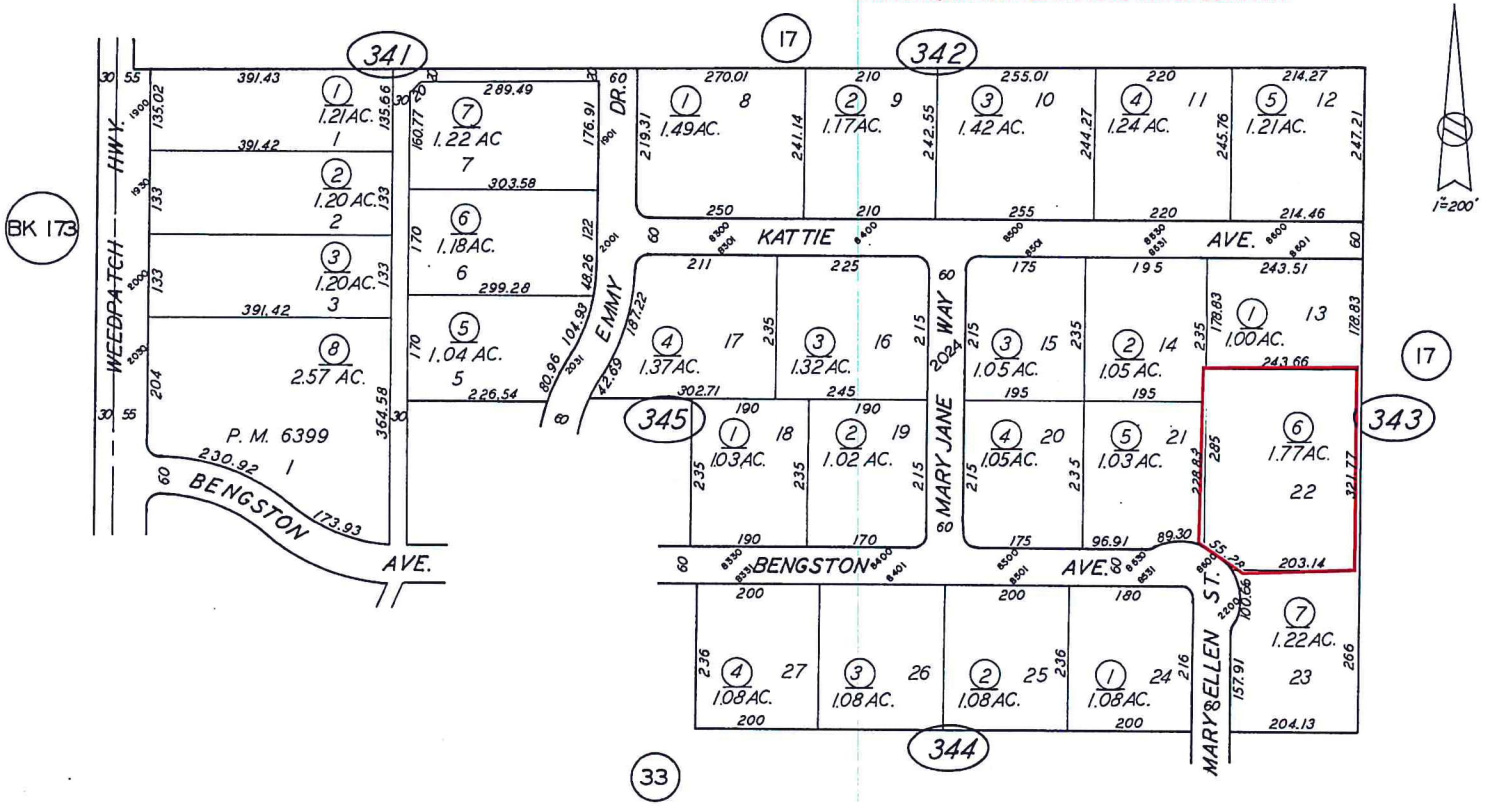
177—34

TRACT 4414—B
PTN. NW1/4 OF SEC. 7 T.30S. R.29E.

SCHOOL DIST. 68—24

177—34

SAN JOAQUIN ESTATES MUTUAL WATER COMPANY



Filed: July 10, 1981

Revised 8/27/2014

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

ASSESSORS MAP NO. 177—34

COUNTY OF KERN

AGENDA

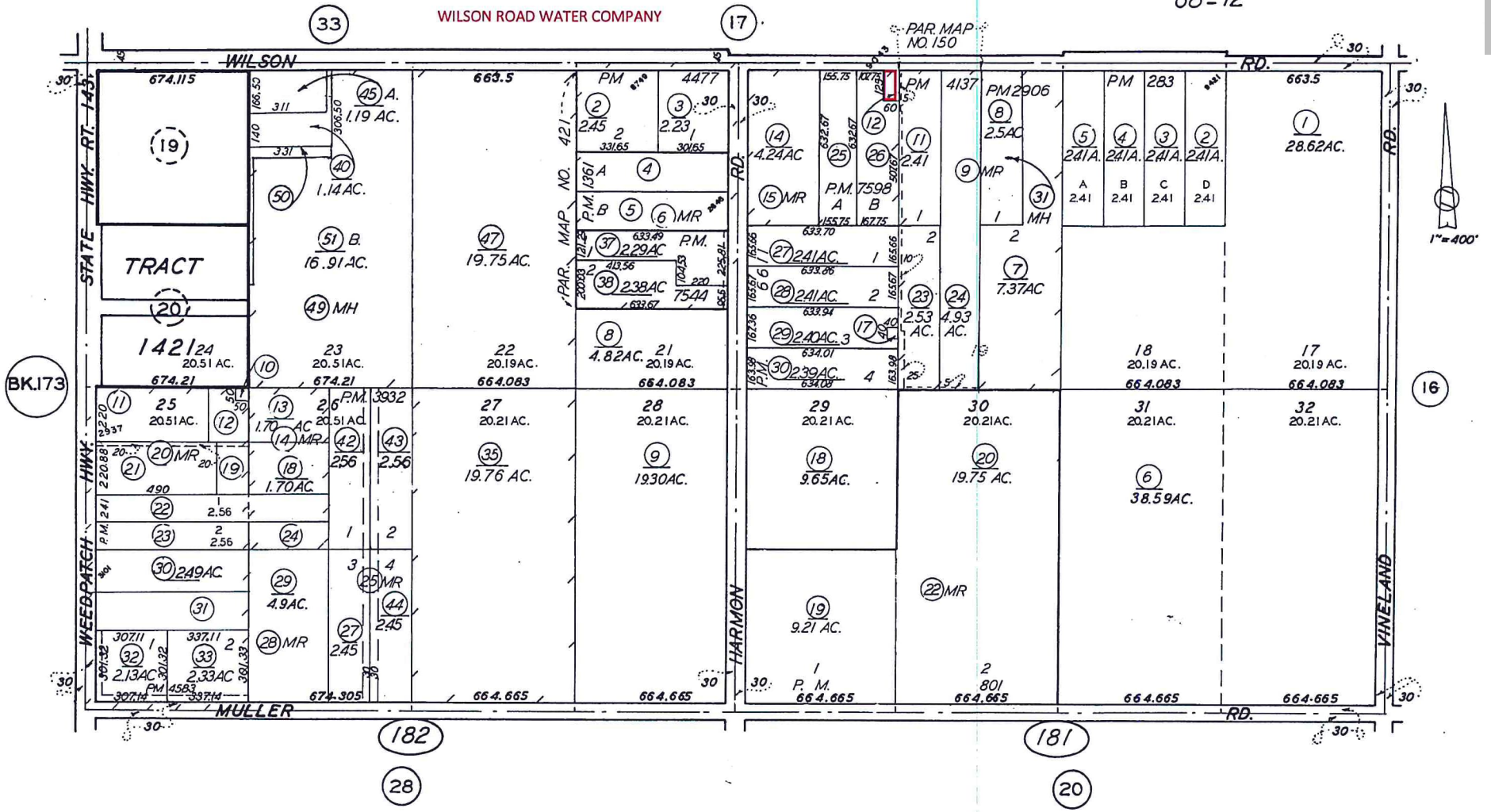
177 - 18

KERRNITA TRACT NO. 1

SCHOOL DIST. 00-3 68-12

177 - 18

WILSON ROAD WATER COMPANY



Revised: 03/25/2015

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

ASSESSORS MAP NO. 177 - 18
COUNTY OF KERN

AGENDA

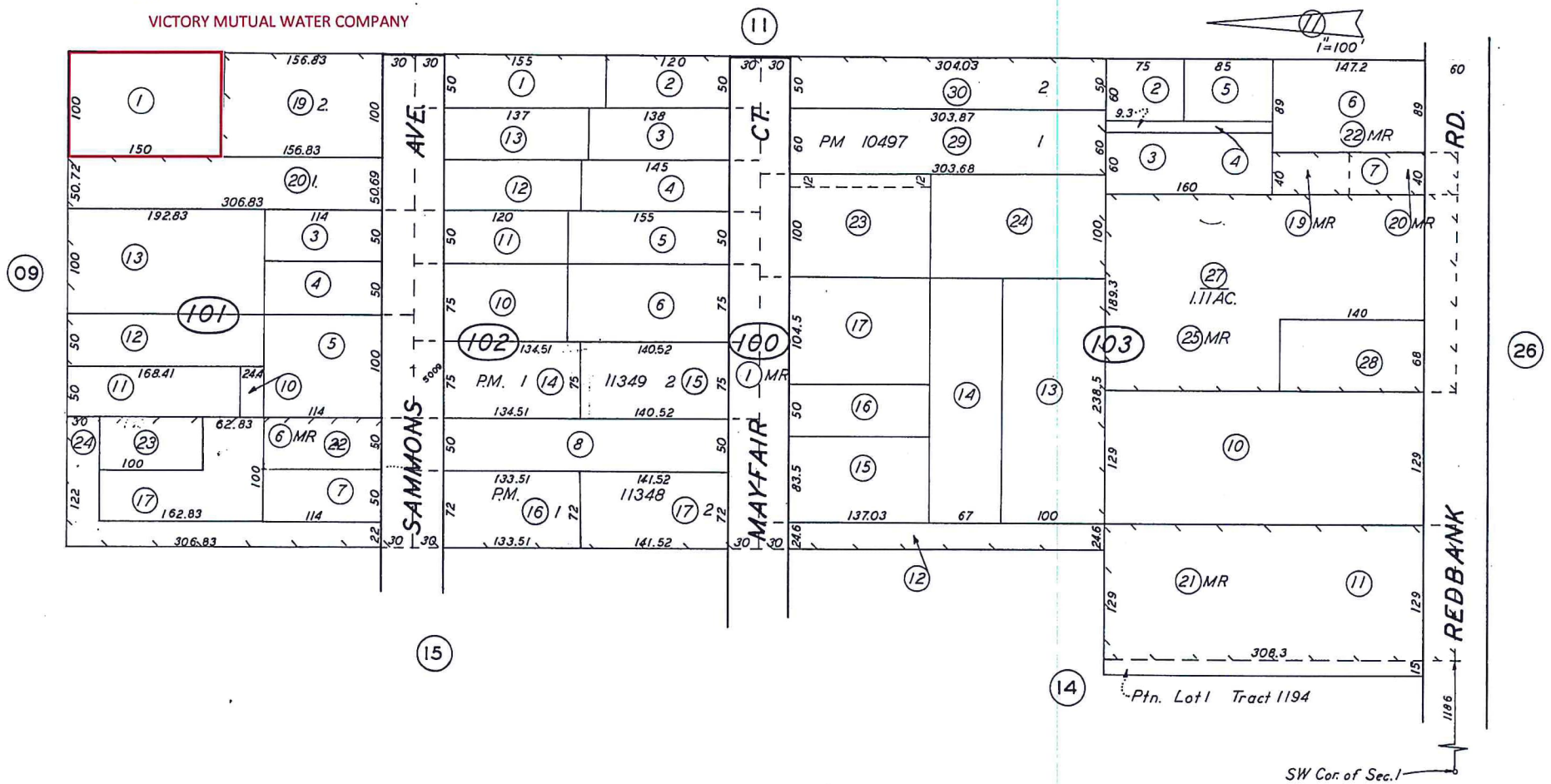
173-10

PTN. OF SW1/4 SEC. 1 T. 30 S. R. 28 E.

SCHOOL DIST. 68-2

173-10

VICTORY MUTUAL WATER COMPANY



Revised: Jul. 25, 2006

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

ASSESSORS MAP NO. 173-10

COUNTY OF KERN

AGENDA

AGEND

CONSOLIDATION AND WATER SERVICE AGREEMENT BETWEEN EAST NILES COMMUNITY SERVICES DISTRICT AND VICTORY MUTUAL WATER COMPANY

THIS AGREEMENT is made as of the day of September 16 2024, for identification purposes only, by and between East Niles Community Services District, a Community Services District formed and operating pursuant to the Community Services District Law, as set forth in California Government Code Section 61000 et seq., ("DISTRICT"), and Victory Mutual Water Company, Water System Number 150023, California Corporation ("VICTORY").

RECITALS

A. DISTRICT is a public agency organized and operating as a community services district, and existing under the laws of the State of California. DISTRICT's service area is described in the document attached hereto as **Exhibit "A"** and incorporated herein by this reference.

B. VICTORY is a California nonprofit mutual benefit corporation organized and operating for the purpose of providing water to its members under the laws of the State of California. VICTORY is the owner of the property commonly referred to as Victory Mutual Water Company, and presently provides water service to its members, who are shareholders of VICTORY's service area is described in the document attached hereto as **Exhibit "B"** and incorporated herein by this reference.

C. It has been determined by the State of California Water Resources Control Board ("SWRCB"), Division of Drinking Water, that the water provided by VICTORY does not meet the standards of the SWRCB. DISTRICT has obtained funding from the SWRCB's Division of Financial Assistance (Agreement No. SWRCB0000000000D2002050) to conduct investigations and to prepare technical, environmental, legal, and other documents to determine and prepare for improvements to the VICTORY Water System and to construct the necessary improvements that will bring it into compliance with all applicable laws and regulations, with the consolidation of VICTORY into the DISTRICT (the "Consolidation") being a condition to receiving that funding.

D. In connection with the Consolidation, VICTORY's service area will be annexed to, and combined with, DISTRICT's service area, and DISTRICT will thereafter provide water service to VICTORY's existing active connections and future service connections within the boundaries of Exhibit "B." In addition to said annexation and as part of the Consolidation, VICTORY will transfer to DISTRICT those certain easements described in the document attached hereto as **Exhibit "C"**. VICTORY understands that DISTRICT will not acquire any assets of VICTORY other than the assets and easements transferred pursuant to this Agreement. Any remaining assets of VICTORY not transferred pursuant to this Agreement will be abandoned and all costs associated with said abandonment are eligible for reimbursement. Following the consolidation of VICTORY and DISTRICT, VICTORY will relinquish its Water Supply Permit.

E. DISTRICT is in agreement with the proposed Consolidation, as set forth herein, so

long as the funding to be provided by SWRCB is obtained to modify, repair, and/or replace the non-compliant portions of the VICTORY Water System and to provide sufficient improvements to the DISTRICT's water system so as to allow the DISTRICT to serve the VICTORY service area without detriment to DISTRICT's existing customers.

F. DISTRICT's Funding Agreement No. SWRCB0000000000D2002050 with the SWRCB's Division of Financial Assistance ("Funding Contract") includes construction monies ("the Fund") to be used for the construction of facilities necessary to bring the VICTORY Water System into a condition deemed appropriate by DISTRICT for it to assume the operation and control thereof, to improve DISTRICT's water system (including but not limited to well(s), storage tanks, pump station(s), pipelines, treatment facilities, controls and monitoring system, etc.), to reimburse and/or fund DISTRICT for its actual eligible costs, deposits, and property purchases, in accordance with the terms and conditions set forth in the Funding Contract, in connection with the Consolidation..

G. The Project materials submitted by DISTRICT to the SWRCB as described in Recital F are ongoing and in various stages of analysis and review, subject to final SWRCB approval.

H. The purpose of this Agreement is to set forth the terms and conditions of the Consolidation, under which DISTRICT will assume the obligation to supply domestic water service to the area currently being served by VICTORY, subject to full and complete satisfaction by DISTRICT and VICTORY of all requirements and conditions necessary to comply with the Funding Contract, including said parties' execution of this Agreement.

COVENANTS AND AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS, REPRESENTATIONS, AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. **TRANSFER OF VICTORY ASSETS.** Subject to the terms and conditions set forth in this Agreement, upon the Closing (as defined in Section 3(a), below), VICTORY agrees to convey, transfer, assign, and deliver to DISTRICT, and DISTRICT agrees to accept from VICTORY, all of the real property described on **Exhibit "C"**, which are collectively referred to herein as the "Assets," including, without limitation, the following:

(a) All water rights of whatever nature held, owned, and/or possessed by, or otherwise existing in the name of, VICTORY;

(b) All financial records, accounts receivable, maps, reports, operating and building records, permits and licenses, warranties, agreements, policies, and other documentation in regard to the financial condition and operation of VICTORY;

(c) Customer list(s) and property owner(s) records of all persons and/or entities who are members of VICTORY and/or to whom VICTORY presently supplies water;

(d) VICTORY's cash reserves, cash receivables, cash equivalents, prepaid insurance, and other assets, which may be utilized by DISTRICT at its sole discretion to assist former members of VICTORY with the cost of any relocation of service lines to accommodate the Project, which otherwise will be the sole financial responsibility of such former members of VICTORY; and

(e) Pursuant to California Civil Code § 954, any and all settlements, claims, demands, actions, causes of action, obligations, liens, damages, and liabilities of any nature whatsoever, known or not known, suspected or claimed, past, present, or future, relating to or arising out of any act, cause, matter or thing stated, claimed, or alleged or that could have been stated, claimed, or alleged by VICTORY against any person or entity, including but not limited to those related to the causation of any damages of any type or character to any Assets to be transferred hereunder and/or to the water supply used by VICTORY, and including but not limited to claims related to 1, 2, 3-trichloropropane (TCP).

A listing and inventory of the Assets to be transferred pursuant to this Agreement include, and are limited to, all real property described on **Exhibit "C,"** and those assets listed in Section 1 herein. The Assets specifically known to VICTORY shall be itemized and approved by both parties prior to the Close of Escrow.

2. **WATER SERVICE TO VICTORY MEMBERS.** In connection with the Consolidation, DISTRICT, as the surviving entity, upon the Closing, shall assume the obligation to provide water service to eligible persons and entities within the VICTORY service area, including VICTORY's members and their properties, subject to each person's or entity's compliance with DISTRICT's existing and future rules, regulations, and policies for water service, and specifically including payment for services and providing all necessary information to allow DISTRICT to set up customer accounts for such persons or entities.

3. **ESCROW.**

(a) Within (5) days of execution of this Agreement, DISTRICT and VICTORY shall open an escrow at _____ ("Escrow Holder"). Escrow charges for this service shall be paid by VICTORY, subject to reimbursement under the Funding Contract. The escrow closing date ("Closing" or "Close of Escrow") shall be the later of the dates upon which all of the following have occurred: (1) all work on VICTORY Project Components are completed, as acknowledged by VICTORY and DISTRICT and water service can be provided to the VICTORY service area, (2) final annexation of the VICTORY service area into the DISTRICT by LAFCO, or (3) and provision of water service by DISTRICT as specified in Section 2, above; provided however the parties may mutually agree in writing to modify the date of Closing. As part of the same escrow, VICTORY shall convey by Grant Deed its interest in all of VICTORY's real property identified in **Exhibit "C."**

(b) Property taxes and assessments on any of the Assets shall be prorated by Escrow

Holder between VICTORY and DISTRICT as of the Closing, based on the most current statements and information available to the parties. All property or other taxes payable in connection with any VICTORY assets being transferred hereunder shall be prorated and those taxes applicable to times prior to the Closing shall be paid by VICTORY outside of escrow or be paid through the escrow in connection with the Closing.

(c) With respect to VICTORY's real property, VICTORY shall pay any documentary transfer tax. VICTORY shall also pay the fee for the recording of the Grant Deed(s) and the premium for the CLTA Owner's Policy. The parties acknowledge that any such transfer taxes and recording fees and all other Escrow costs are considered to be reimbursable under the Funding Contract and DISTRICT shall cooperate with VICTORY in obtaining reimbursement of those costs in advance of the Closing, to the extent possible.

4. **VICTORY OBLIGATIONS AND LIABILITIES.** It is expressly understood and agreed that DISTRICT shall not be liable for any debts, obligations, or liabilities of VICTORY of any kind or nature, other than those specifically assumed by DISTRICT in this Agreement. DISTRICT specifically does not assume any of VICTORYS' liabilities or obligations, existing or contingent, known or unknown, except for the water service obligations set forth in Section 2 of this Agreement. Further, VICTORY recognizes, understands, and acknowledges that VICTORY shall continue to be responsible for any and all obligations of VICTORY, including but not limited to accounts payable that exist as of Closing and any obligation for outstanding back taxes. VICTORY hereby agrees to hold harmless and indemnify DISTRICT for all loss, expenses, damages, and costs arising from or in connection with VICTORYS' liabilities or obligations not assumed pursuant to this paragraph.

5. **CONDITIONS PRECEDENT.** The following shall be conditions precedent to DISTRICT's responsibility to perform its obligations under this Agreement:

(a) On or before five (5) days after the opening of escrow, VICTORY shall provide, at VICTORY's cost, a preliminary title report ("PTR") issued by a title insurance company reflecting the status of the title in VICTORY's water rights which may exist, real estate, leasehold interest, easements, and such other real property assets which are included in the Assets being transferred hereunder. Within ten (10) business days after receipt of the PTR, DISTRICT shall notify VICTORY, in writing, of any title exceptions within the PTR which DISTRICT disapproves. As to any items disapproved by DISTRICT, VICTORY shall thereafter have a period of thirty (30) days in which to cure or remove the same. At the end of the thirty (30) days period, VICTORY shall notify DISTRICT, in writing, of any disapproved title exception which VICTORY is unable to cause to be removed or insured against prior to or at Closing, and DISTRICT shall then, within (10) business days thereafter, elect, by giving written notice to VICTORY and Escrow Holder (i) to terminate the Agreement, (ii) to waive its disapproval of such exceptions, in which case, such exception shall be deemed approved. In the event any lien or encumbrance is recorded against any VICTORY property after delivery of the PTR

to DISTRICT, VICTORY agrees to remove or cause to be removed such lien or encumbrance prior to the Close of Escrow.

(b) A title company shall stand ready to issue at the Closing a CLTA Owners Policy or Title Insurance (the "Title Policy") on all of VICTORY's real property together with endorsements reasonably requested by DISTRICT with liability equal to the fair market value of the real property, subject to the exceptions permitted by DISTRICT and the general and special taxes and assessments not then delinquent and lien, if any, for current real property taxes for the fiscal year in effect at the time of the Closing.

(c) VICTORY's service area is to be annexed into DISTRICT, with funding for same to be pursuant to the Funding Contract, and at no cost to DISTRICT. In connection with the Closing of the Consolidation, the parties shall file with the Local Agency Formation Commission for Kern County ("LAFCO") notice of the Consolidation and/or other documents as may be required by LAFCO, along with a map showing DISTRICT's post-Consolidation combined service area.

(d) Within sixty (60) days after the execution of this Agreement, VICTORY shall provide any necessary member approvals and Board of Directors' resolutions authorizing the transfer of the water purveying business and Assets to DISTRICT and annexation of VICTORY's service area into the DISTRICT.

(e) There shall be no material breach of any of VICTORY's representations, warranties, and covenants set forth in Paragraphs 7 and 8 of this Agreement as of the Closing.

(f) VICTORY shall have delivered to the Escrow Holder the items described in Paragraph 10 of this Agreement.

(g) Full and complete satisfaction by DISTRICT and VICTORY of all requirements and conditions necessary to secure the Funding Contract.

(h) Receipt by DISTRICT of the fully executed Funding Contract.

(i) Construction of VICTORY Project Components to the satisfaction of DISTRICT in the exercise of its reasonable discretion without any legal challenge thereto.

The conditions set forth in this Section are solely for the benefit of DISTRICT and may be waived only by DISTRICT. DISTRICT shall, at all times prior to the termination of this Agreement, have the right to waive any term of this Agreement and shall have the right to waive any of these conditions; provided that such waiver is in writing.

6. **TAXES.** To the extent applicable, VICTORY agrees to pay all sales and use taxes, to the extent of liability therefor, arising out of the transfer of the Assets, and shall pay said taxes on or before the Closing. DISTRICT shall not be responsible for any business, occupation, withholding,

or similar tax, or any taxes of any kind related to any period before the Closing, including any income taxes representing VICTORY's liability for operation of the business prior to the Closing.

7. **REPRESENTATIONS AND WARRANTIES.** VICTORY represents and warrants to DISTRICT that the following matters are true and correct as of the execution of this Agreement and will also be true and correct as of the Closing:

(a) VICTORY has all necessary corporate powers to own its own properties and to carry on its business as now owned and operated by VICTORY.

(b) VICTORY is a corporation, duly organized, validly existing and in good standing under the laws of the State of California. VICTORY has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons are necessary in connection therewith, except as specified in subdivision (e), below.

(c) All of the documents executed by VICTORY which are to be delivered to DISTRICT at the Closing date shall have been duly authorized, executed, and delivered by VICTORY and will be legal, valid, and binding obligations of VICTORY enforceable against VICTORY in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting parties generally), and will not violate any provisions of any agreement to which VICTORY is a party or to which it is subject.

(d) There are no undisclosed liabilities, debts, or other obligations of VICTORY outstanding, or in any way left unresolved, as of the date of this Agreement.

(e) VICTORYS' members have authorized and approved the Consolidation, including authorizing VICTORY to enter into this Agreement and have authorized VICTORY to perform its other obligations as set forth in this Agreement.

(f) The zoning of VICTORYS' real property, representing the facilities for VICTORYS' water purveying business, permits the presently existing improvements and the continuation of the business presently being conducted on the subject property.

(g) **Exhibit "C"** to this Agreement, describes the real property to be transferred pursuant to this Agreement. No real property set forth in **Exhibit "C"** is held under any lease, security agreement, conditional sales contract, or other title retention of security arrangement or is located other than in the possession of VICTORY on VICTORY's business premises.

(h) VICTORY is and will be at Closing the sole fee owner of VICTORY's real property described on **Exhibit "C"**, and now has and will at Closing have full right, power, and authority to enter into this Agreement and to sell, convey, and transfer such real

property and all rights appurtenant thereto to DISTRICT, free and clear of any and all liens, encumbrances, restrictions, conditions, covenants, assessments, defects, claims encroachments, or exceptions (other than those approved by DISTRICT in or pursuant to Paragraph 5(a) hereof) and to carry out each and every one of VICTORY's obligations hereunder.

(i) VICTORY has not previously assigned, transferred or conveyed in any manner whatsoever all or any portion of the Assets which are the subject of this Agreement, or any interest therein.

(j) Except as set forth herein, there are no pending or, to VICTORY's best knowledge, threatened claims, proceedings, lawsuits, or allegations of any kind, whether for taxes or otherwise, concerning VICTORY or the Assets or the Consolidation. At the Closing, VICTORY will not be in default under any agreements, encumbrances, or instruments pertaining to VICTORY or the Assets.

(k) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not, to VICTORY's best knowledge: (i) violate any provisions of, or require any consent, authorization, or approval under any law, administrative regulation, any order, award, judgment, writ, injunction, or decree applicable to, or any governmental permit or license issued to, VICTORY relating to the Assets; or (ii) result in the creation of any lien, charge, or encumbrance upon the Assets.

(l) To VICTORY's best knowledge, neither VICTORY nor any third party has used, generated, manufactured, refined, produced, processed, stored, or disposed of on, under, or about VICTORY's real property, or transported to or from the real property, any hazardous materials, nor does VICTORY intend to use the real property in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing, or transporting hazardous materials. For the purposes hereof, "hazardous materials" shall mean any flammable explosive, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, or related materials, including, without limitation, any substances currently considered as such by the general public and/or currently defined as or included in the definition of "hazardous substances", "hazardous material", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 8601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq.; and in the regulations adopted, published, and/or promulgated pursuant to said laws.

(m) If and to the extent VICTORY has any employees, VICTORY has no existing employment contracts with any of its employees. All personnel are presently employed on an hourly wage basis, and VICTORY provides no fringe benefits which may present a continuing liability to DISTRICT as a condition to retained

employment or present personnel. There is no pending or threatened labor dispute, strike, or work stoppage affecting VICTORYS' business. DISTRICT shall not assume any liability in regard to employee benefits of any nature whatsoever with respect to any current or prior VICTORY employee. DISTRICT shall not be obligated to retain any VICTORY employee, consultant, independent contractor, or other representative or agent.

(n) VICTORY has complied with, and is not in violation of, any applicable federal, state, or local statute, law, or regulation, including, without limitation, any applicable building, zoning, or other law, ordinance, or regulation, and is not presently involved in any action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending, which may impose some liability or lien upon VICTORY's business, the assets therein, or restrictions thereof. Except as disclosed to DISTRICT during its due diligence, VICTORY is not aware of any defects in the Water System or instrumentalities comprising its business.

(o) All federal, state, and local income, real, personal, and any other tax returns with respect to the operation and Assets of VICTORY which are required to be filed or paid, have been filed or will be filed within thirty (30) days after Closing, and VICTORY has paid or caused to be paid, or will timely pay, to the respective taxing authorities all taxes as shown on such returns, or on any assessment received by it, to the extent that such taxes have become due. VICTORY knows of no proposed tax or assessments against VICTORY or the Assets.

(p) All representations and warranties of VICTORY set forth in this paragraph, and in any written statements delivered to DISTRICT under this Agreement, will also be true and correct as of the Closing as if made on that date and shall survive the Closing.

8. **COVENANTS.** VICTORY hereby covenants with the DISTRICT as follows:

(a) After the date hereof and prior to the Closing, no part of the Assets, or any interest therein, will be sold or otherwise transferred or encumbered, other than in the ordinary course of VICTORY's business, without DISTRICT's prior written consent.

(b) VICTORY authorizes DISTRICT to act on VICTORY's behalf, as may be necessary in connection with the Funding Contract and any related financing issues concerning the State Water Resources Control Board and the financial assistance it is providing.

(c) Except with respect to this Agreement and such other contracts and agreements as are necessary to cause the completion of the transaction contemplated herein, no leases, contracts, agreements, or commitments (collectively, "Submittals") shall be executed which shall bind the Assets or VICTORY without the prior written

approval and consent of DISTRICT, which consent and approval may be withheld in the reasonable discretion of DISTRICT.

(d) VICTORY agrees that it will not, prior to Closing, permit any alteration, modification, or addition to the Water System, other than emergency repairs, except as approved in writing by DISTRICT. VICTORY will carry on its business activities diligently and will not become delinquent in the payment of any accounts payable.

(e) No default of VICTORY shall be permitted to occur under any contract or agreement by which VICTORY is or may be bound, which default will materially and adversely affect this Agreement.

(f) VICTORY shall promptly notify DISTRICT of any asserted and/or threatened claim which directly or indirectly materially affects or could affect VICTORY, its Assets, or this Agreement.

(g) VICTORY shall continue to insure all of its assets and business providing the customary coverage, including property damage and loss of income by fire or other casualty, and adequate insurance protection against all liabilities, claims, and risks customarily insured in VICTORY's type of business, up to the Closing.

9. **ACCESS.** DISTRICT and its counsel, accountants, engineers, consultants, and other agents and representatives shall have full access during normal business hours, upon at least twenty-four (24) hours' notice, to all properties (real and personal), books, accounts, records, contracts, and documents of or relating to VICTORY. DISTRICT, its agents and representatives, shall be entitled to enter onto any real property owned by VICTORY to carry out the intent of this Agreement. VICTORY shall furnish, or cause to be furnished, to DISTRICT and its representatives, all data and information concerning the business, finances, and properties of VICTORY that may reasonably be requested.

10. **CLOSING DOCUMENTS.** At least one (1) business day before the Closing, VICTORY shall deliver or cause to be delivered to DISTRICT or Escrow Holder the following:

(a) A certificate issued by the Secretary of State of California showing that it is a corporation presently in good standing under the laws of the State of California.

(b) An Entity Status Letter from the California Franchise Tax Board showing VICTORY is in good standing with the Franchise Tax Board.

(c) A Resolution of VICTORY's Board of Directors confirming the members of VICTORY authorized and approved this Agreement.

(d) VICTORY agrees to furnish DISTRICT a Clearance Certificate from the California State Board of Equalization and the Department of Employment Development, and any related certificates that DISTRICT may reasonably request as evidence that all

sales, use, employment, and other taxes of VICTORY accruing before Closing of Escrow had been fully satisfied or provided for.

(e) VICTORY shall deliver, or cause to be delivered, to DISTRICT, if applicable, instruments of assignment and transfer, such as a bill of sale, transferring all personal properties of VICTORY of every kind and description, including, but not limited to, leasehold improvements, pipes, and pumping equipment supplies and other property, both tangible or intangible, which form or forms shall be satisfactory to DISTRICT.

(f) A grant deed, executed by VICTORY, in recordable form, conveying VICTORYS' interests in the real property, as described on Exhibit "C", to DISTRICT, free and clear of all claims, liens and encumbrances, except exceptions permitted hereunder.

(g) Evidence from the California Secretary of State showing no financing statements filed on or against VICTORY or VICTORYS 'Assets.

(h) Any additional instrument(s), signed and properly acknowledged by VICTORY, if appropriate, as necessary to comply with this Agreement and to consummate the transaction contemplated by this Agreement.

11. **POSSESSION AFTER CLOSING.** Upon Closing, VICTORY, through its officers, agents, and employees, will put DISTRICT into full possession and enjoyment of the Assets and all properties necessary to carry out the intent of this Agreement.

12. **INDEMNITY.** VICTORY shall indemnify, defend, and hold harmless DISTRICT against and with respect to any and all claims, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees that it shall incur or suffer, which arise, result from, or relate to any breach of, or failure by VICTORY or VICTORY's shareholders or members to perform, any of VICTORYS' representations, warranties, covenants, or agreements in this Agreement or in any schedule, certificate, exhibit, or other instrument furnished or to be furnished by VICTORY under this Agreement. In addition, VICTORY shall indemnify and hold DISTRICT harmless from and against any and all liabilities, obligations, claims, charges, or activities related to VICTORY prior to the Closing, regardless of whether such actions are currently known or unknown. VICTORY specifically indemnifies and holds DISTRICT harmless from any and all liabilities, obligations, claims, or charges related to any liabilities of the business, or otherwise incurred, whether known or unknown, prior to the Closing. The parties acknowledge that upon Closing, VICTORYS' Assets, as defined in Section 1 of this Agreement, including those set forth in **Exhibit "C"** and the Holdback Monies will be transferred to DISTRICT. If any liability of VICTORY arises after Closing for a pre-Closing obligation, VICTORY will cooperate with DISTRICT in raising funds from former VICTORY members with respect to the satisfaction of any such liability, but it is agreed between the Parties hereto that DISTRICT shall not be responsible for any such obligation(s) of VICTORY or its members.

13. **BROKERS.** Each of the parties represents and warrants that it has dealt with no broker or

finder in connection with any of the transactions contemplated by this Agreement, and insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions.

14. **PROJECT AND PROGRESSION.**

(a) It is hereby acknowledged and understood that the Water System facilities currently being utilized by VICTORY in its service area are in need of modification, repair, or replacement in order to meet VICTORYS' customer demand, capability, and other requirements. VICTORY hereby acknowledges that DISTRICT would not have entered into this Agreement if DISTRICT would be required, at its cost and expense, to modify, repair, or replace any part of VICTORYS' Water System, or create any other improvement(s) necessary to provide water service to the VICTORY service area. The parties hereto understand that this Agreement contemplates that the monies to be received from the Funding Contract will fully fund all Project costs and Escrow costs, including improvements to both VICTORY's Water System and DISTRICT's water distribution system and related facilities. VICTORY understands and acknowledges that the costs of the Project shall include fees and expenses for engineering, attorneys, accountants, financial consultants, bond discount, annexation, and other soft cost expenses, in addition to preconstruction matters and construction work described in the Funding Contract.

(b) (i) Unless expressly disallowed under the Funding Contract, in the event that the monies received by DISTRICT from the Funding Contract do not fully fund all Project costs, DISTRICT shall have the right, at its sole discretion and option, to rescind and cancel this Agreement, in which case DISTRICT shall return all VICTORY Assets and any liabilities to VICTORY and VICTORY shall thereafter have all responsibility for such Assets and liabilities, and shall assume all of DISTRICT's obligations under any and all construction contracts for the Project Components and shall as soon as practicable make arrangement to pay DISTRICT for all of such Project costs not reimbursed to DISTRICT under the Funding Contract. To exercise this right of rescission, DISTRICT shall notify VICTORY of DISTRICT's election to rescind this Agreement by written notice; provided that before DISTRICT exercises its right to rescind this Agreement, the parties shall meet and confer in an attempt to resolve any issues concerning the funding of the Project costs. In the event the parties are not able to resolve the funding issues within forty-five (45) days after their initial meet and confer meeting, DISTRICT may then rescind this Agreement. In the event of such a rescission, the physical condition of the VICTORY Water System at the time of such transfer shall be as-is, where-is, without representation or warranty.

15. **MISCELLANEOUS.**

(a) This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(b) This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. Headings are for convenience only, and shall not be used to limit, modify, or interpret the provisions of this Agreement.

(d) If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, and venue for any such action shall be in the Kern County Superior Court.

(e) DISTRICT may, on or before the Closing, terminate this Agreement without liability to VICTORY for any of the following:

(i) Breach by VICTORY of any term or condition on this Agreement or any failure of any of the conditions precedent contained in Section 6 of this Agreement; or

(ii) If any bona fide action or proceeding shall be pending against either party on the Closing that could result in an unfavorable judgment, decree, or order that would hinder, prevent, or make unlawful the carrying out of this Agreement; or

(iii) If the legality and sufficiency of any or all steps taken or to be taken by the parties and either shareholders in carrying out this Agreement shall not have been approved, as may be required, by appropriate governmental authority; or

(iv) If upon the proposed Closing, one party is unable to proceed and consummate the transaction and there is no written agreement to extend said date between the parties: or

(v) It reasonably appears there will be insufficient funds from the Funding Contract to complete all of the Project; or

(vi) Any other reason contained within this Agreement.

(f) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, and properly addressed as follows:

DISTRICT

East Niles Community Services District
1417 Vale St.
Bakersfield, CA 93306

VICTORY

Victory Mutual Water Company
PO Box 40035
Bakersfield, CA 93307

(g) This Agreement shall be construed in accordance with and governed by laws of the State of California.

(h) VICTORY, at any time before Closing, will execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by DISTRICT, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by DISTRICT for the purpose of carrying out the intent of this Agreement.

(i) Each of the signatories below represents and warrants that he or she has full right, power, and authority to execute and bind his or her respective party to the covenants, conditions, and requirements set forth in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed on the day and year first above written.

EAST NILES COMMUNITY SERVICES DISTRICT

By: _____

William McCalla, President

VICTORY MUTUAL WATER COMPANY

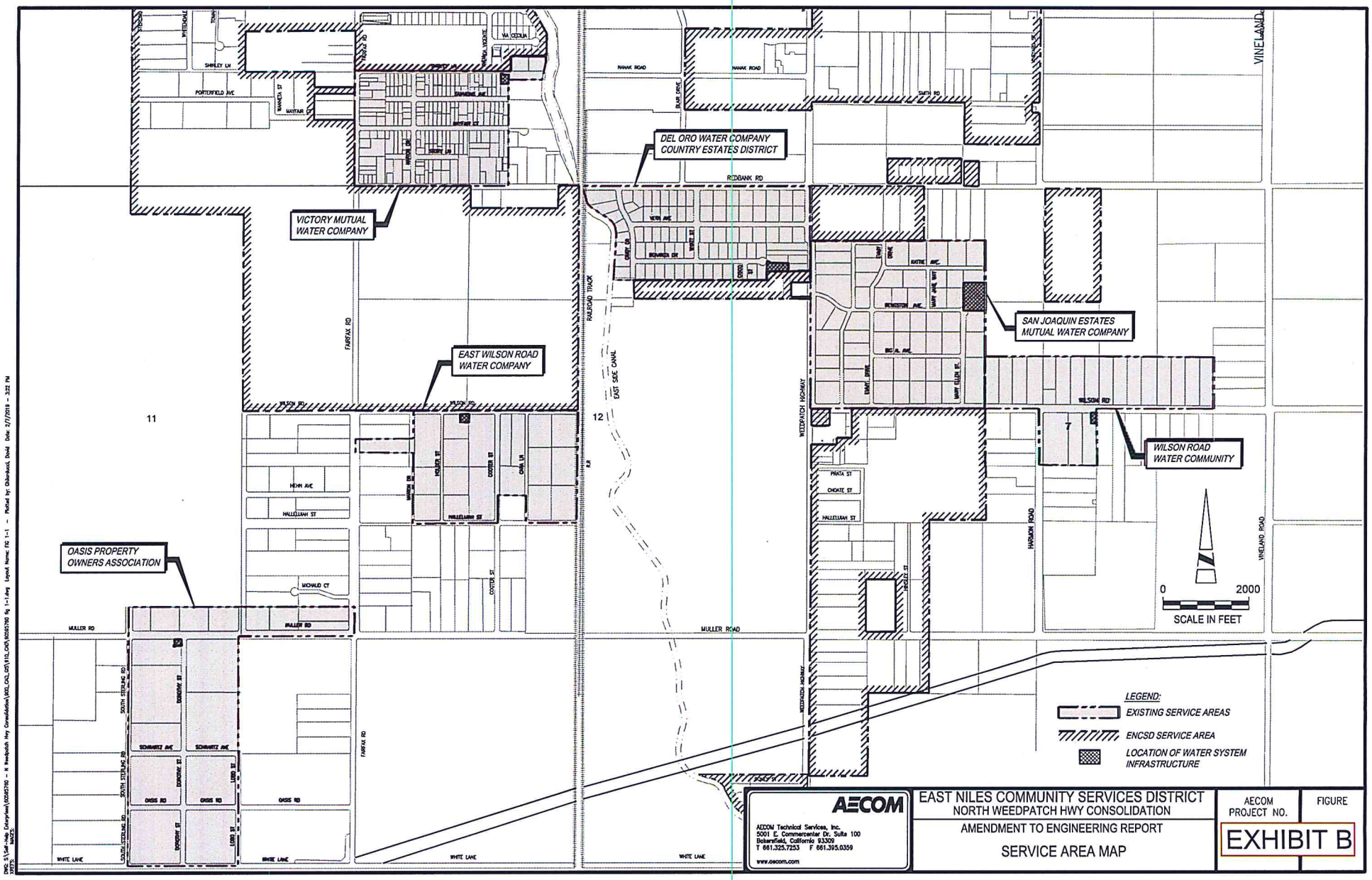
Signed : Bill White
By: Bill White, President

EXHIBIT LIST

EXHIBIT "A" – DESCRIPTION OF DISTRICT'S SERVICE AREA

EXHIBIT "B" – DESCRIPTION OF VICTORY'S SERVICE AREA

EXHIBIT "C" –
DESCRIPTION OF REAL PROPERTY TO BE TRANSFERRED TO DISTRICT



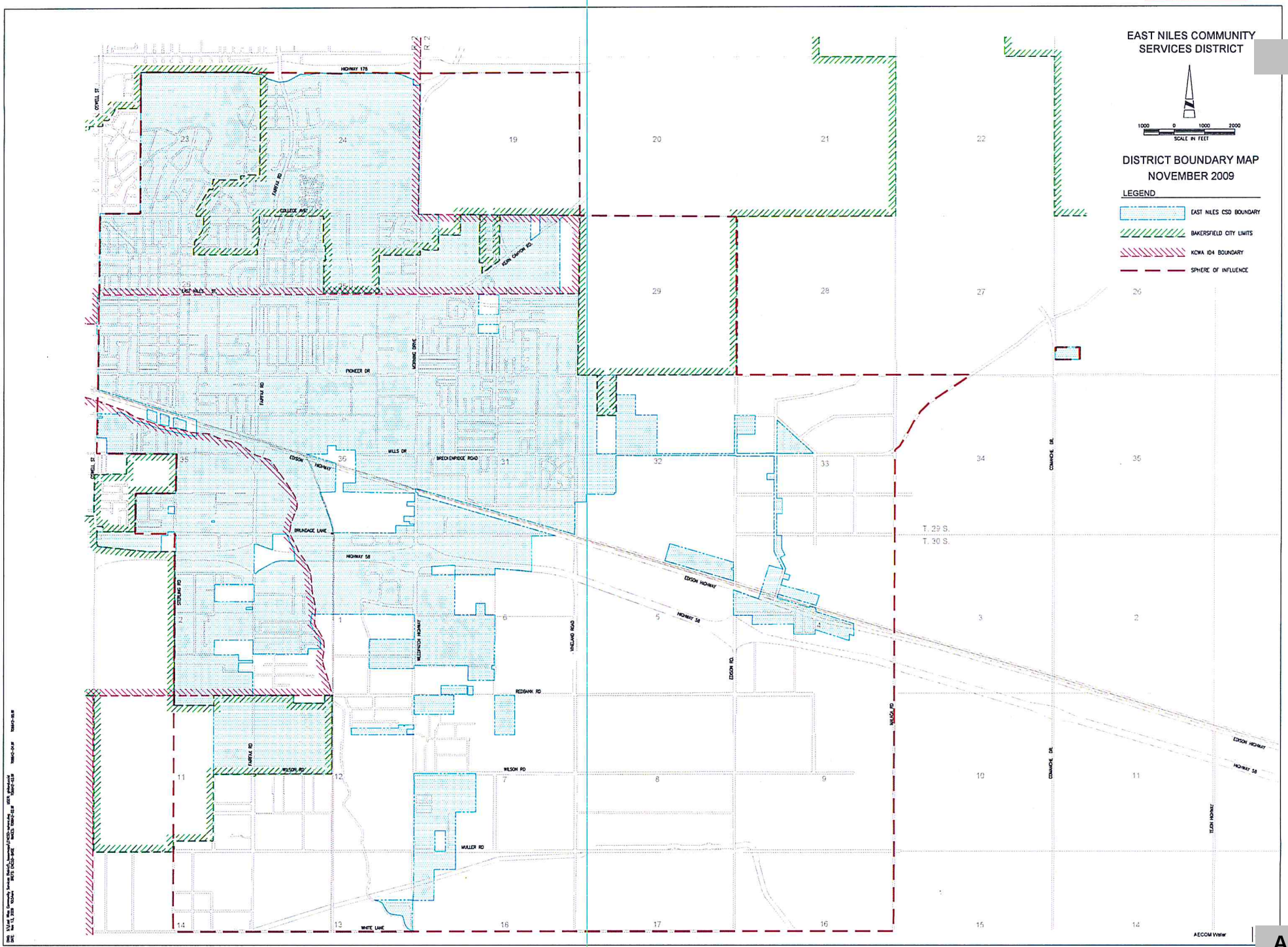
AECOM
AECOM Technical Services, Inc.
5001 E. Commercenter Dr. Suite 100
Bakersfield, California 93309
T 661.325.7253 F 661.395.0359
www.aecom.com

EAST NILES COMMUNITY SERVICES DISTRICT
NORTH WEEDPATCH HWY CONSOLIDATION
AMENDMENT TO ENGINEERING REPORT
SERVICE AREA MAP

AECOM PROJECT NO.

FIGURE
EXHIBIT B

EXHIBIT A



AGEND

Exhibit C
ENCSD North Weedpatch Highway Water System Consolidation
Summary of Existing Water System Assets

Del Oro Water Company Country Estates - Water System CA1500314

Wells	Property (APN)	System Facilities
Well 03 - Cindy	173-280-05-00-8	40,000 gallon storage tank
Well 01 - inactive	173-280-06-00-1	2 - Booster pumps
(abandoned?)	173-313-08-00-6	Hydropneumatic tank
		Well pump and motor
		Water meters on all connections

East Wilson Road Water Company - Water System CA1502699

Wells	Property (APN)	System Facilities
Well 01 - active	173-291-08	21,000 gallon storage tank
		2 - Booster pumps
		2 - Hydropneumatic tanks
		Well pump and motor

Oasis Property Owners Association - Water System CA1500585

Wells	Property (APN)	System Facilities
Well 1 - inactive	None - Easements only	3 - 20,000 gallon storage tanks
Well 2 - standby		2 - Booster pumps
Well 3 - active		Hydropneumatic Tank
		2 - Well pumps and motors

San Joaquin Estates Mutual Water Company - Water System CA1500575

Wells	Property (APN)	System Facilities
Well 1 - active	177-343-06-00-7	52,000 gallon storage tank
		2 - booster pumps
		Hydropneumatic tank
		Well pump and motor

Wilson Road Water Company - Water System CA1500494

Wells	Property (APN)	System Facilities
Well 1 - active	177-181-12-00-4	2 - 10,000 gallon storage tanks
		2 - booster pumps
		Hydropneumatic tank
		Well pump and motor

Victory Mutual Water Compay - Water System CA1500231

Wells	Property (APN)	System Facilities
Well 1 - Marion	173-101-01-00-0	2 - TCP treatment vessels
Well 2 - Shirley		2 - Hydropneumatic tanks
		2 - Well pumps and motors
		Water meters at all connections

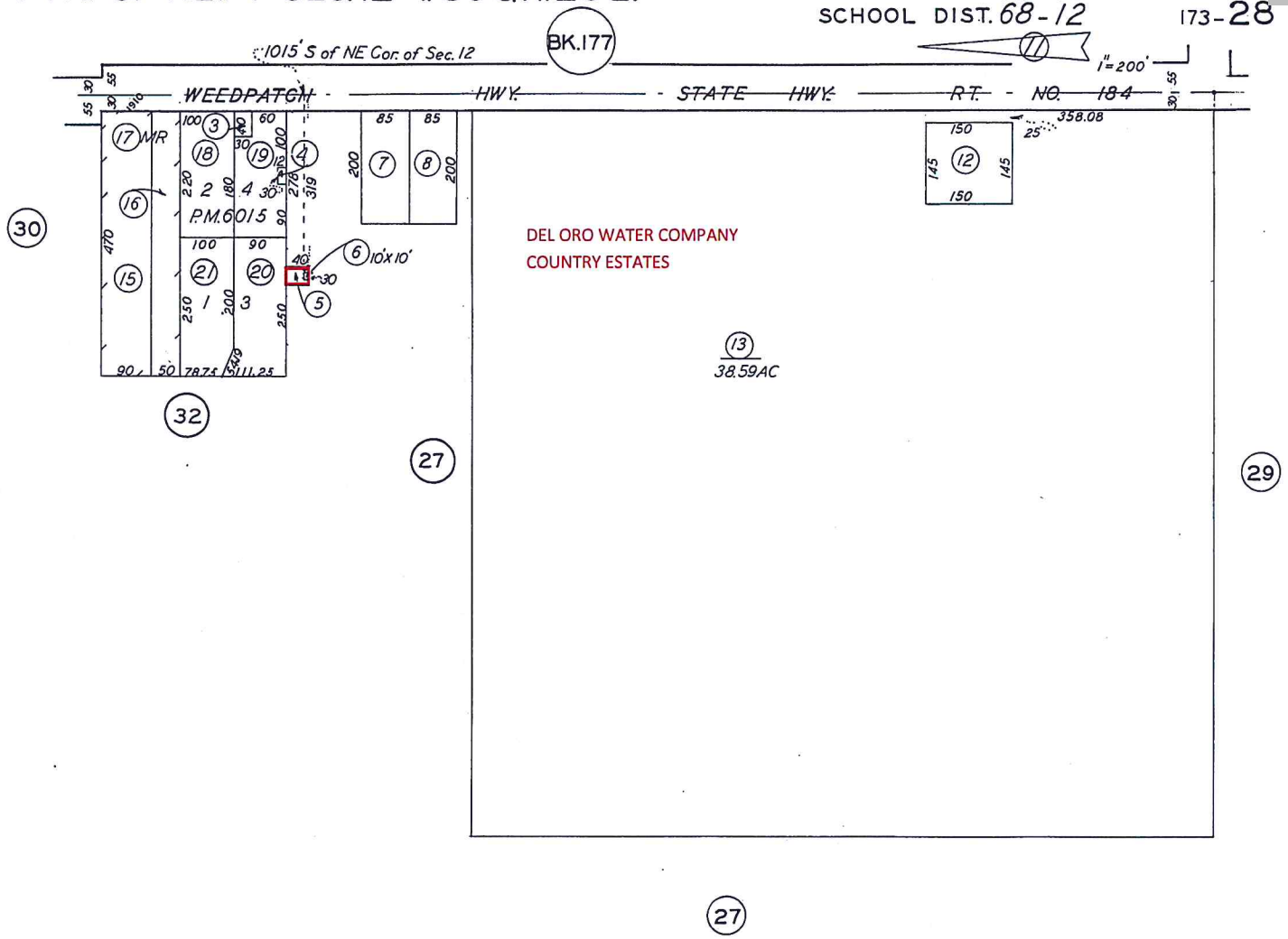
173-28

PTN. OF NE1/4 SEC. 12 T. 30 S. R. 28 E.

68-38
SCHOOL DIST. 68-12

173-28

BK. 177



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

ASSESSORS MAP NO. 173-28
COUNTY OF KERN

AGEND

173-31

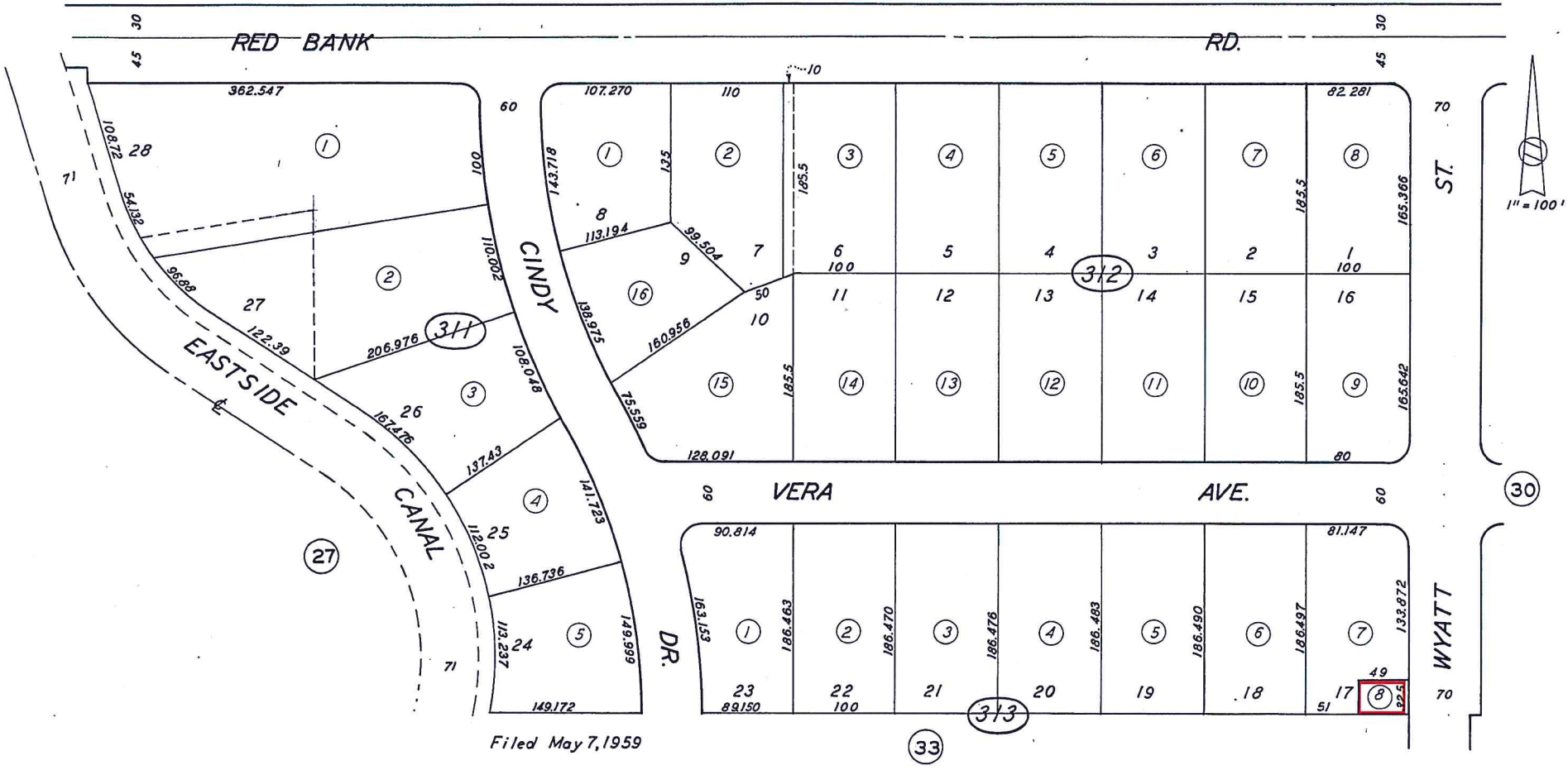
TRACT 2196

PTN OF N1/2 OF NW1/4 OF NE1/4 OF SEC. 12 T.30S. R.28E.

SCHOOL DIST. 68-12 (08)

173-31

DEL ORO WATER COMPANY
COUNTRY ESTATES



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

ASSESSORS MAP NO. 173-31
COUNTY OF KERN

AGEND

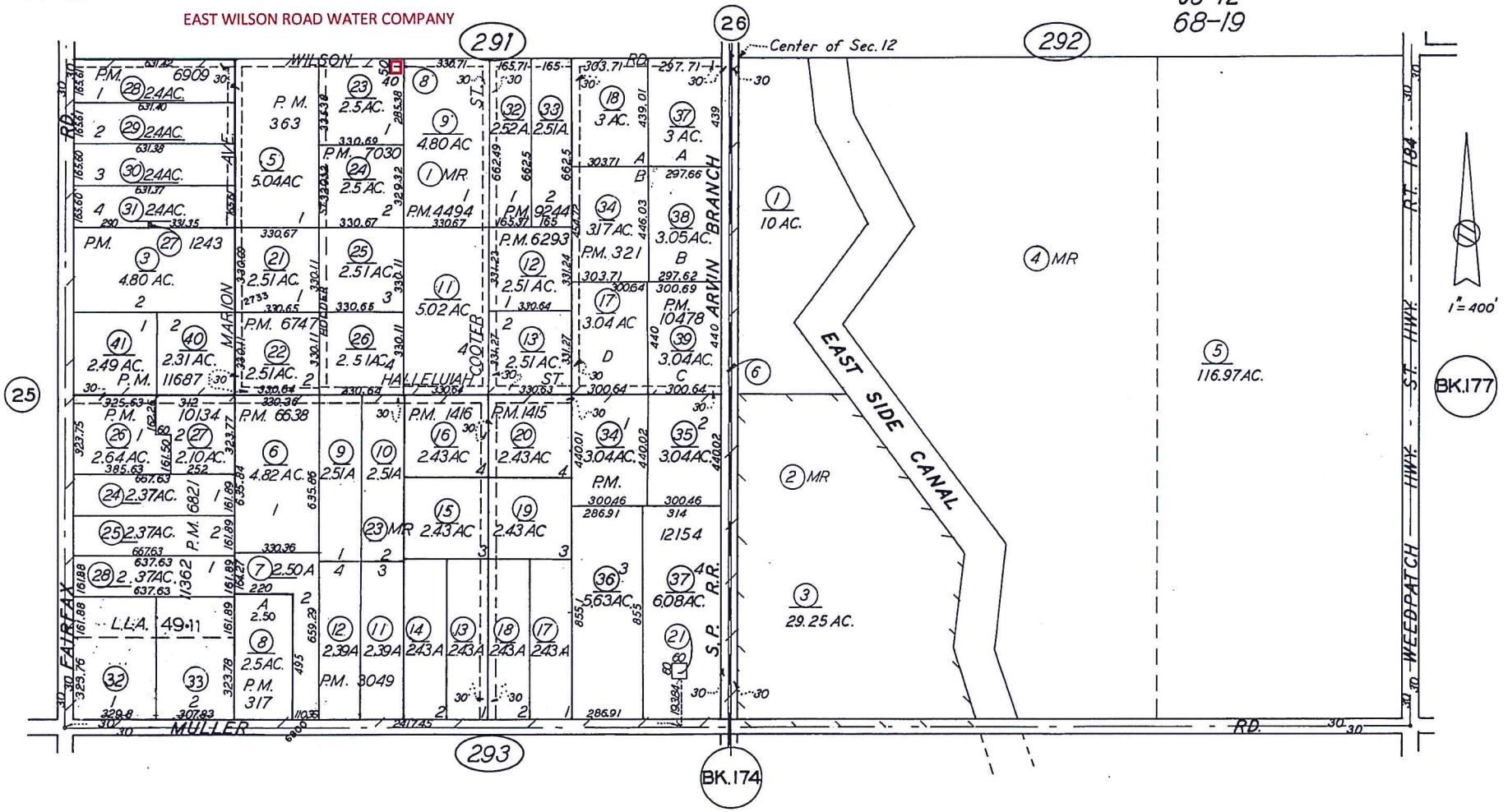
173-29

S1/2 OF SEC. 12 T.30S. R.28E.

SCHOOL DIST. 68-18 68-12 68-19

173-

EAST WILSON ROAD WATER COMPANY



Revised: 09/12/2017

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

ASSESSORS MAP NO. 173-29

COUNTY OF KERN

AGEND

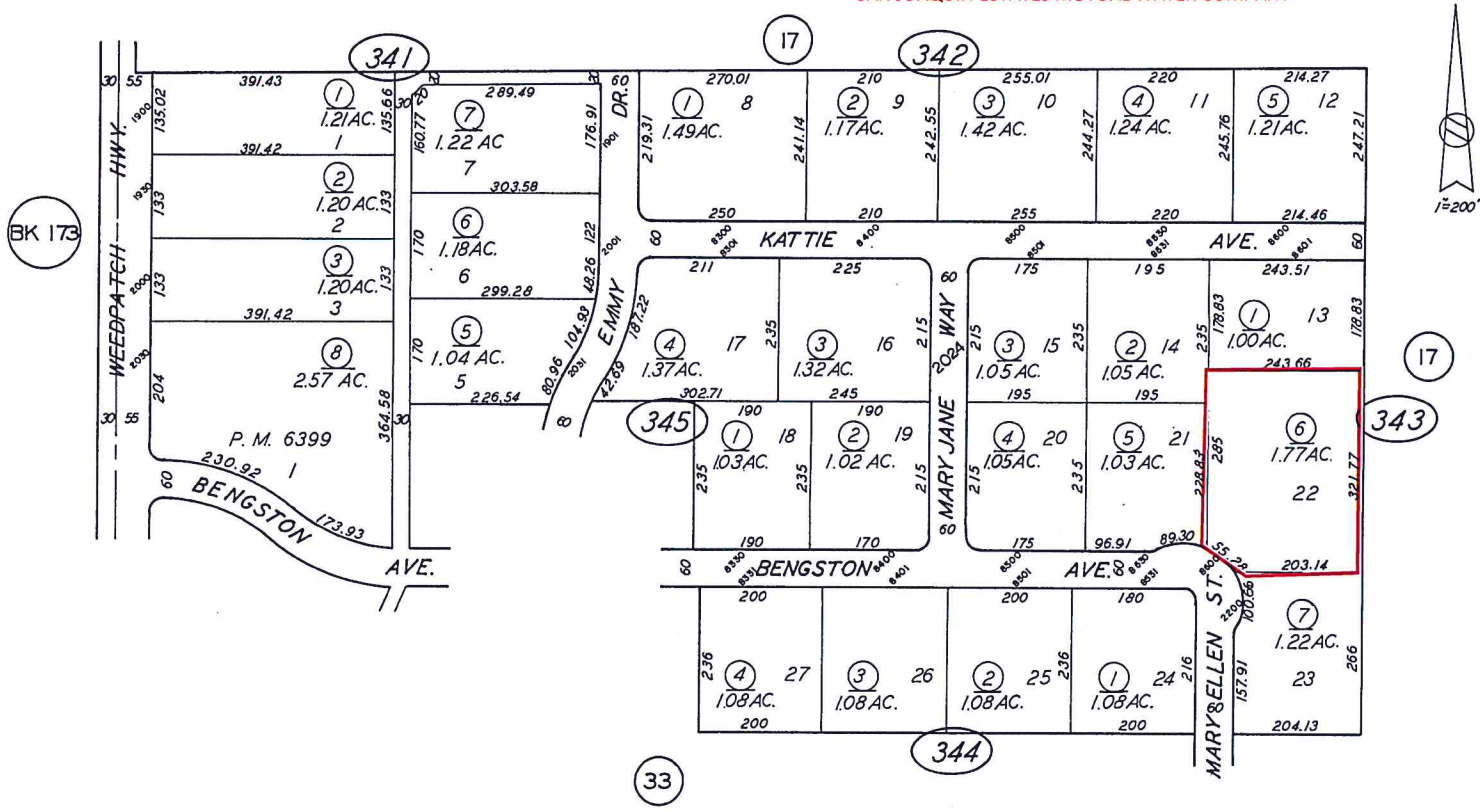
177–34

TRACT 4414–B
PTN. NW1/4 OF SEC. 7 T.30S. R.29E.

SCHOOL DIST. 68–24

177–34

SAN JOAQUIN ESTATES MUTUAL WATER COMPANY



Filed: July 10, 1981

Revised 8/27/2014

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

ASSESSORS MAP NO. 177–34

COUNTY OF KERN

AGEND

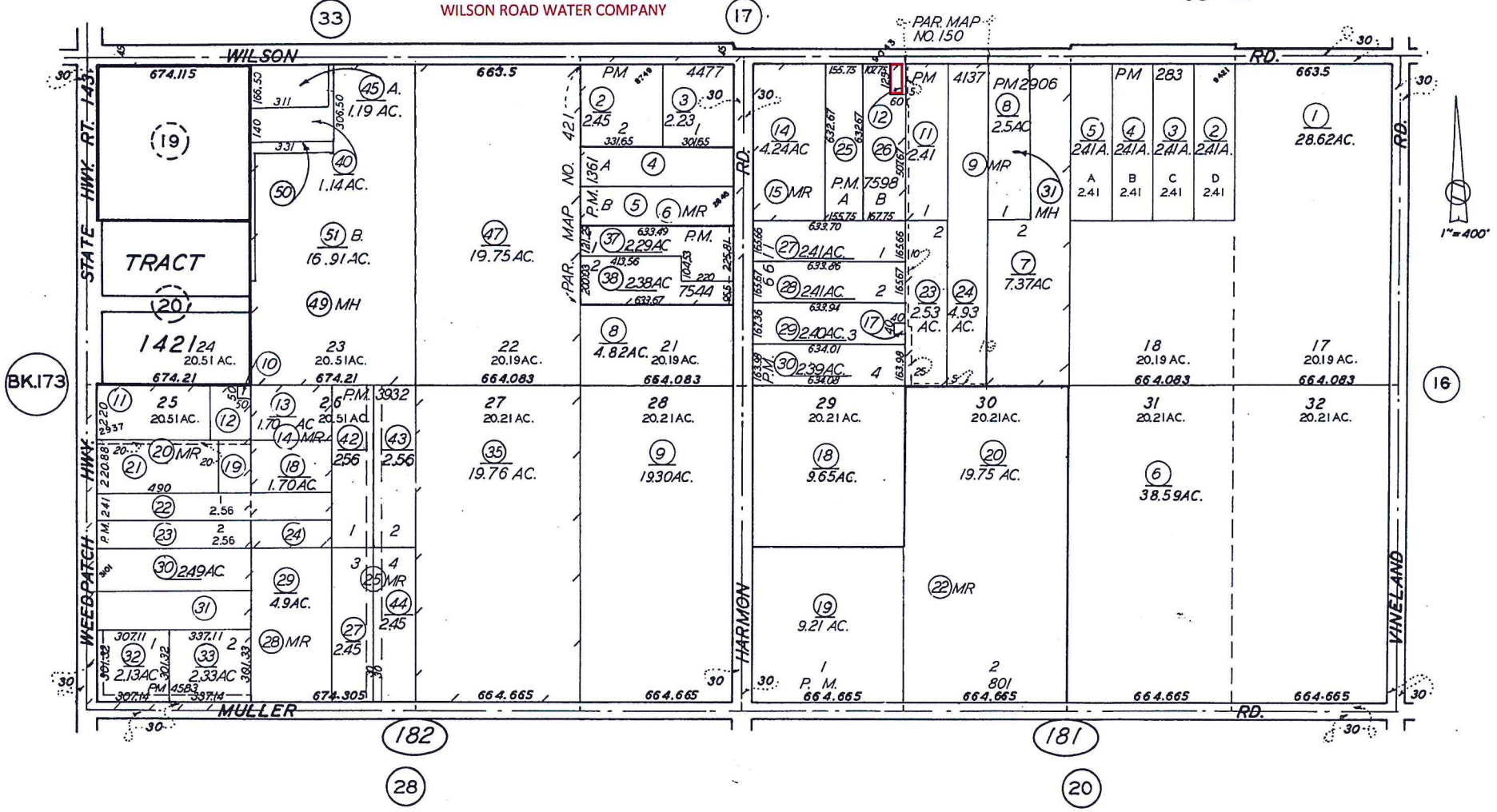
177 - 18

KERRNITA TRACT NO. 1

SCHOOL DIST. 00-3 68-12

177 - 1

WILSON ROAD WATER COMPANY



Revised: 03/25/2015

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

ASSESSORS MAP NO. 177 - 18
COUNTY OF KERN

AGEND

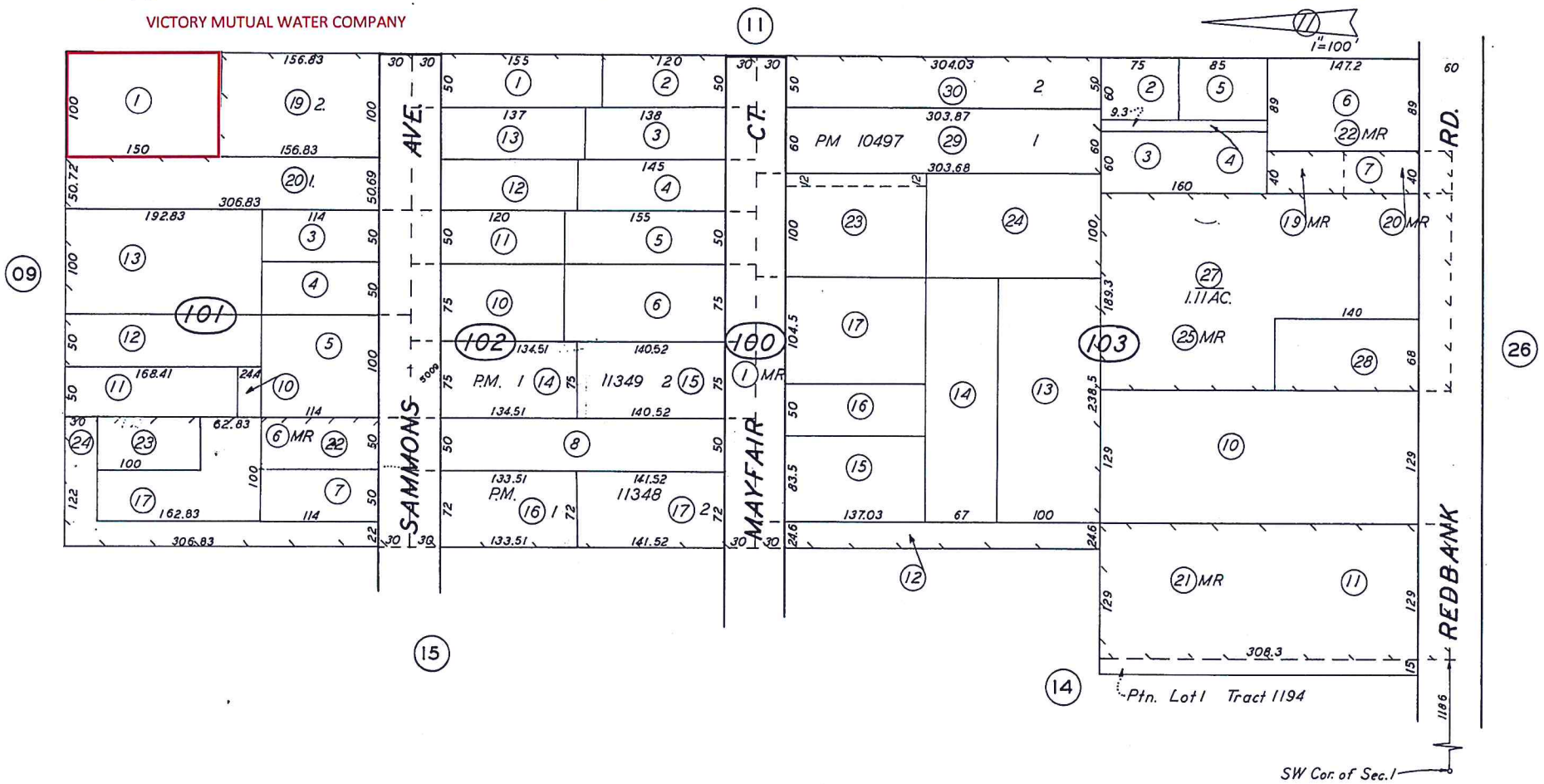
173-10

PTN. OF SW1/4 SEC. 1 T. 30 S. R. 28 E.

SCHOOL DIST. 68-2

173-10

VICTORY MUTUAL WATER COMPANY



Revised: Jul. 25, 2006

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

ASSESSORS MAP NO. 173-10

COUNTY OF KERN

AGEND

AGEND

CONSOLIDATION AND WATER SERVICE AGREEMENT BETWEEN EAST NILES COMMUNITY SERVICES DISTRICT AND WILSON ROAD COMMUNITY WATER

THIS AGREEMENT is made as of the day of September 9th , 2024, for identification purposes only, by and between East Niles Community Services District, a Community Services District formed and operating pursuant to the Community Services District Law, as set forth in California Government Code Section 61,000 et seq., ("DISTRICT"), and Wilson Road Community Water, Water System Number 1500494, a California non-profit ("WILSON").

RECITALS

A. DISTRICT is a public agency organized and operating as a community services district, and existing under the laws of the State of California. DISTRICT's service area is described in the document attached hereto as **Exhibit "A"** and incorporated herein by this reference.

B. WILSON is a California sole proprietor non-profit organized and operating for the purpose of providing water to its members under the laws of the State of California. WILSON is the owner of the property commonly referred to as Wilson Road Water Company, and presently provides water service to its members, who are shareholders of WILSON's service area is described in the document attached hereto as **Exhibit "B"** and incorporated herein by this reference.

C. It has been determined by the State of California Water Resources Control Board ("SWRCB"), Division of Drinking Water, that the water provided by WILSON does not meet the standards of the SWRCB. DISTRICT has obtained funding from the SWRCB's Division of Financial Assistance (Agreement No. SWRCB0000000000D2002050) to conduct investigations and to prepare technical, environmental, legal, and other documents to determine and prepare for improvements to the WILSON Water System and to construct the necessary improvements that will bring it into compliance with all applicable laws and regulations, with the consolidation of WILSON into the DISTRICT (the "Consolidation") being a condition to receiving that funding.

D. In connection with the Consolidation, WILSON's service area will be annexed to, and combined with, DISTRICT's service area, and DISTRICT will thereafter provide water service to WILSON's existing active connections and future service connections within the boundaries of Exhibit "B." In addition to said annexation and as part of the Consolidation, WILSON will transfer to DISTRICT those certain easements described in the document attached hereto as **Exhibit "C"**. WILSON understands that DISTRICT will not acquire any assets of WILSON other than the assets and easements transferred pursuant to this Agreement. Any remaining assets of WILSON not transferred pursuant to this Agreement will be abandoned and all costs associated with said abandonment are eligible for reimbursement. Following the consolidation of WILSON and DISTRICT, WILSON will relinquish its Water Supply Permit.

E. DISTRICT is in agreement with the proposed Consolidation, as set forth herein, so

long as the funding to be provided by SWRCB is obtained to modify, repair, and/or replace the non-compliant portions of the WILSON Water System and to provide sufficient improvements to the DISTRICT's water system so as to allow the DISTRICT to serve the WILSON service area without detriment to DISTRICT's existing customers.

F. DISTRICT's Funding Agreement No. SWRCB0000000000D2002050 with the SWRCB's Division of Financial Assistance ("Funding Contract") includes construction monies ("the Fund") to be used for the construction of facilities necessary to bring the WILSON Water System into a condition deemed appropriate by DISTRICT for it to assume the operation and control thereof, to improve DISTRICT's water system (including but not limited to well(s), storage tanks, pump station(s), pipelines, treatment facilities, controls and monitoring system, etc.), to reimburse and/or fund DISTRICT for its actual eligible costs, deposits, and property purchases, in accordance with the terms and conditions set forth in the Funding Contract, in connection with the Consolidation..

G. The Project materials submitted by DISTRICT to the SWRCB as described in Recital F are ongoing and in various stages of analysis and review, subject to final SWRCB approval.

H. The purpose of this Agreement is to set forth the terms and conditions of the Consolidation, under which DISTRICT will assume the obligation to supply domestic water service to the area currently being served by WILSON, subject to full and complete satisfaction by DISTRICT and WILSON of all requirements and conditions necessary to comply with the Funding Contract, including said parties' execution of this Agreement.

COVENANTS AND AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS, REPRESENTATIONS, AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. **TRANSFER OF WILSON ASSETS.** Subject to the terms and conditions set forth in this Agreement, upon the Closing (as defined in Section 3(a), below), WILSON agrees to convey, transfer, assign, and deliver to DISTRICT, and DISTRICT agrees to accept from WILSON, all of the real property described on **Exhibit "C"**, which are collectively referred to herein as the "Assets," including, without limitation, the following:

(a) All water rights of whatever nature held, owned, and/or possessed by, or otherwise existing in the name of, WILSON;

(b) All financial records, accounts receivable, maps, reports, operating and building records, permits and licenses, warranties, agreements, policies, and other documentation in regard to the financial condition and operation of WILSON;

(c) Customer list(s) and property owner(s) records of all persons and/or entities who are members of WILSON and/or to whom WILSON presently supplies water;

(d) WILSON's cash reserves, cash receivables, cash equivalents, prepaid insurance, and other assets, which may be utilized by DISTRICT at its sole discretion to assist former members of WILSON with the cost of any relocation of service lines to accommodate the Project, which otherwise will be the sole financial responsibility of such former members of WILSON; and

(e) Pursuant to California Civil Code § 954, any and all settlements, claims, demands, actions, causes of action, obligations, liens, damages, and liabilities of any nature whatsoever, known or not known, suspected or claimed, past, present, or future, relating to or arising out of any act, cause, matter or thing stated, claimed, or alleged or that could have been stated, claimed, or alleged by WILSON against any person or entity, including but not limited to those related to the causation of any damages of any type or character to any Assets to be transferred hereunder and/or to the water supply used by WILSON, and including but not limited to claims related to 1, 2, 3-trichloropropane (TCP).

A listing and inventory of the Assets to be transferred pursuant to this Agreement include, and are limited to, all real property described on **Exhibit "C,"** and those assets listed in Section 1 herein. The Assets specifically known to WILSON shall be itemized and approved by both parties prior to the Close of Escrow.

2. **WATER SERVICE TO WILSON MEMBERS.** In connection with the Consolidation, DISTRICT, as the surviving entity, upon the Closing, shall assume the obligation to provide water service to eligible persons and entities within the WILSON service area, including WILSON's members and their properties, subject to each person's or entity's compliance with DISTRICT's existing and future rules, regulations, and policies for water service, and specifically including payment for services and providing all necessary information to allow DISTRICT to set up customer accounts for such persons or entities.

3. **ESCROW.**

(a) Within (5) days of execution of this Agreement, DISTRICT and WILSON shall open an escrow at _____ ("Escrow Holder"). Escrow charges for this service shall be paid by WILSON, subject to reimbursement under the Funding Contract. The escrow closing date ("Closing" or "Close of Escrow") shall be the later of the dates upon which all of the following have occurred: (1) all work on WILSON Project Components are completed, as acknowledged by WILSON and DISTRICT and water service can be provided to the WILSON service area, (2) final annexation of the WILSON service area into the DISTRICT by LAFCO, or (3) and provision of water service by DISTRICT as specified in Section 2, above; provided however the parties may mutually agree in writing to modify the date of Closing. As part of the same escrow, WILSON shall convey by Grant Deed its interest in all of WILSON's real property identified in **Exhibit "C."**

(b) Property taxes and assessments on any of the Assets shall be prorated by Escrow

Holder between WILSON and DISTRICT as of the Closing, based on the most current statements and information available to the parties. All property or other taxes payable in connection with any WILSON assets being transferred hereunder shall be prorated and those taxes applicable to times prior to the Closing shall be paid by WILSON outside of escrow or be paid through the escrow in connection with the Closing.

(c) With respect to WILSON's real property, WILSON shall pay any documentary transfer tax. WILSON shall also pay the fee for the recording of the Grant Deed(s) and the premium for the CLTA Owner's Policy. The parties acknowledge that any such transfer taxes and recording fees and all other Escrow costs are considered to be reimbursable under the Funding Contract and DISTRICT shall cooperate with WILSON in obtaining reimbursement of those costs in advance of the Closing, to the extent possible.

4. **WILSON OBLIGATIONS AND LIABILITIES.** It is expressly understood and agreed that DISTRICT shall not be liable for any debts, obligations, or liabilities of WILSON of any kind or nature, other than those specifically assumed by DISTRICT in this Agreement. DISTRICT specifically does not assume any of WILSONS' liabilities or obligations, existing or contingent, known or unknown, except for the water service obligations set forth in Section 2 of this Agreement. Further, WILSON recognizes, understands, and acknowledges that WILSON shall continue to be responsible for any and all obligations of WILSON, including but not limited to accounts payable that exist as of Closing and any obligation for outstanding back taxes. WILSON hereby agrees to hold harmless and indemnify DISTRICT for all loss, expenses, damages, and costs arising from or in connection with WILSONS' liabilities or obligations not assumed pursuant to this paragraph.

5. **CONDITIONS PRECEDENT.** The following shall be conditions precedent to DISTRICT's responsibility to perform its obligations under this Agreement:

(a) On or before five (5) days after the opening of escrow, WILSON shall provide, at WILSON's cost, a preliminary title report ("PTR") issued by a title insurance company reflecting the status of the title in WILSON's water rights which may exist, real estate, leasehold interest, easements, and such other real property assets which are included in the Assets being transferred hereunder. Within ten (10) business days after receipt of the PTR, DISTRICT shall notify WILSON, in writing, of any title exceptions within the PTR which DISTRICT disapproves. As to any items disapproved by DISTRICT, WILSON shall thereafter have a period of thirty (30) days in which to cure or remove the same. At the end of the thirty (30) days period, WILSON shall notify DISTRICT, in writing, of any disapproved title exception which WILSON is unable to cause to be removed or insured against prior to or at Closing, and DISTRICT shall then, within (10) business days thereafter, elect, by giving written notice to WILSON and Escrow Holder (i) to terminate the Agreement, (ii) to waive its disapproval of such exceptions, in which case, such exception shall be deemed approved. In the event any lien or encumbrance is recorded against any WILSON property after delivery of the PTR to DISTRICT,

WILSON agrees to remove or cause to be removed such lien or encumbrance prior to the Close of Escrow.

(b) A title company shall stand ready to issue at the Closing a CLTA Owners Policy or Title Insurance (the "Title Policy") on all of WILSON's real property together with endorsements reasonably requested by DISTRICT with liability equal to the fair market value of the real property, subject to the exceptions permitted by DISTRICT and the general and special taxes and assessments not then delinquent and lien, if any, for current real property taxes for the fiscal year in effect at the time of the Closing.

(c) WILSON's service area is to be annexed into DISTRICT, with funding for same to be pursuant to the Funding Contract, and at no cost to DISTRICT. In connection with the Closing of the Consolidation, the parties shall file with the Local Agency Formation Commission for Kern County ("LAFCO") notice of the Consolidation and/or other documents as may be required by LAFCO, along with a map showing DISTRICT's post-Consolidation combined service area.

(d) Within sixty (60) days after the execution of this Agreement, WILSON shall provide any necessary member approvals and Board of Directors' resolutions authorizing the transfer of the water purveying business and Assets to DISTRICT and annexation of WILSON's service area into the DISTRICT.

(e) There shall be no material breach of any of WILSON's representations, warranties, and covenants set forth in Paragraphs 7 and 8 of this Agreement as of the Closing.

(f) WILSON shall have delivered to the Escrow Holder the items described in Paragraph 10 of this Agreement.

(g) Full and complete satisfaction by DISTRICT and WILSON of all requirements and conditions necessary to secure the Funding Contract.

(h) Receipt by DISTRICT of the fully executed Funding Contract.

(i) Construction of WILSON Project Components to the satisfaction of DISTRICT in the exercise of its reasonable discretion without any legal challenge thereto.

The conditions set forth in this Section are solely for the benefit of DISTRICT and may be waived only by DISTRICT. DISTRICT shall, at all times prior to the termination of this Agreement, have the right to waive any term of this Agreement and shall have the right to waive any of these conditions; provided that such waiver is in writing.

6. **TAXES.** To the extent applicable, WILSON agrees to pay all sales and use taxes, to the extent of liability therefor, arising out of the transfer of the Assets, and shall pay said taxes on or

before the Closing. DISTRICT shall not be responsible for any business, occupation, withholding, or similar tax, or any taxes of any kind related to any period before the Closing, including any income taxes representing WILSON's liability for operation of the business prior to the Closing.

7. **REPRESENTATIONS AND WARRANTIES.** WILSON represents and warrants to DISTRICT that the following matters are true and correct as of the execution of this Agreement and will also be true and correct as of the Closing:

(a) WILSON has all necessary corporate powers to own its own properties and to carry on its business as now owned and operated by WILSON.

(b) WILSON is a sole proprietor non-profit, duly organized, validly existing and in good standing under the laws of the State of California. WILSON has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons are necessary in connection therewith, except as specified in subdivision (e), below.

(c) All of the documents executed by WILSON which are to be delivered to DISTRICT at the Closing date shall have been duly authorized, executed, and delivered by WILSON and will be legal, valid, and binding obligations of WILSON enforceable against WILSON in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting parties generally), and will not violate any provisions of any agreement to which WILSON is a party or to which it is subject.

(d) There are no undisclosed liabilities, debts, or other obligations of WILSON outstanding, or in any way left unresolved, as of the date of this Agreement.

(e) WILSONS' members have authorized and approved the Consolidation, including authorizing WILSON to enter into this Agreement and have authorized WILSON to perform its other obligations as set forth in this Agreement.

(f) The zoning of WILSONS' real property, representing the facilities for WILSONS' water purveying business, permits the presently existing improvements and the continuation of the business presently being conducted on the subject property.

(g) **Exhibit "C"** to this Agreement, describes the real property to be transferred pursuant to this Agreement. No real property set forth in **Exhibit "C"** is held under any lease, security agreement, conditional sales contract, or other title retention of security arrangement or is located other than in the possession of WILSON on WILSON's business premises.

(h) WILSON is and will be at Closing the sole fee owner of WILSON's real property described on **Exhibit "C"**, and now has and will at Closing have full right, power, and authority to enter into this Agreement and to sell, convey, and transfer such real

property and all rights appurtenant thereto to DISTRICT, free and clear of any and all liens, encumbrances, restrictions, conditions, covenants, assessments, defects, claims encroachments, or exceptions (other than those approved by DISTRICT in or pursuant to Paragraph 5(a) hereof) and to carry out each and every one of WILSON's obligations hereunder.

(i) WILSON has not previously assigned, transferred or conveyed in any manner whatsoever all or any portion of the Assets which are the subject of this Agreement, or any interest therein.

(j) Except as set forth herein, there are no pending or, to WILSON's best knowledge, threatened claims, proceedings, lawsuits, or allegations of any kind, whether for taxes or otherwise, concerning WILSON or the Assets or the Consolidation. At the Closing, WILSON will not be in default under any agreements, encumbrances, or instruments pertaining to WILSON or the Assets.

(k) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not, to WILSON's best knowledge: (i) violate any provisions of, or require any consent, authorization, or approval under any law, administrative regulation, any order, award, judgment, writ, injunction, or decree applicable to, or any governmental permit or license issued to, WILSON relating to the Assets; or (ii) result in the creation of any lien, charge, or encumbrance upon the Assets.

(l) To WILSON's best knowledge, neither WILSON nor any third party has used, generated, manufactured, refined, produced, processed, stored, or disposed of on, under, or about WILSON's real property, or transported to or from the real property, any hazardous materials, nor does WILSON intend to use the real property in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing, or transporting hazardous materials. For the purposes hereof, "hazardous materials" shall mean any flammable explosive, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, or related materials, including, without limitation, any substances currently considered as such by the general public and/or currently defined as or included in the definition of "hazardous substances", "hazardous material", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 8601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq.; and in the regulations adopted, published, and/or promulgated pursuant to said laws.

(n) WILSON has complied with, and is not in violation of, any applicable federal, state, or local statute, law, or regulation, including, without limitation, any applicable building, zoning, or other law, ordinance, or regulation, and is not presently involved in any action, arbitration, or legal, administrative, or other proceeding, or

governmental investigation pending, which may impose some liability or lien upon WILSON's business, the assets therein, or restrictions thereof. Except as disclosed to DISTRICT during its due diligence, WILSON is not aware of any defects in the Water System or instrumentalities comprising its business.

(o) All federal, state, and local income, real, personal, and any other tax returns with respect to the operation and Assets of WILSON which are required to be filed or paid, have been filed or will be filed within thirty (30) days after Closing, and WILSON has paid or caused to be paid, or will timely pay, to the respective taxing authorities all taxes as shown on such returns, or on any assessment received by it, to the extent that such taxes have become due. WILSON knows of no proposed tax or assessments against WILSON or the Assets.

(p) All representations and warranties of WILSON set forth in this paragraph, and in any written statements delivered to DISTRICT under this Agreement, will also be true and correct as of the Closing as if made on that date and shall survive the Closing.

8. **COVENANTS.** WILSON hereby covenants with the DISTRICT as follows:

(a) After the date hereof and prior to the Closing, no part of the Assets, or any interest therein, will be sold or otherwise transferred or encumbered, other than in the ordinary course of WILSON's business, without DISTRICT's prior written consent.

(b) WILSON authorizes DISTRICT to act on WILSON's behalf, as may be necessary in connection with the Funding Contract and any related financing issues concerning the State Water Resources Control Board and the financial assistance it is providing.

(c) Except with respect to this Agreement and such other contracts and agreements as are necessary to cause the completion of the transaction contemplated herein, no leases, contracts, agreements, or commitments (collectively, "Submittals") shall be executed which shall bind the Assets or WILSON without the prior written approval and consent of DISTRICT, which consent and approval may be withheld in the reasonable discretion of DISTRICT.

(d) WILSON agrees that it will not, prior to Closing, permit any alteration, modification, or addition to the Water System, other than emergency repairs, except as approved in writing by DISTRICT. WILSON will carry on its business activities diligently and will not become delinquent in the payment of any accounts payable.

(e) No default of WILSON shall be permitted to occur under any contract or agreement by which WILSON is or may be bound, which default will materially and adversely affect this Agreement.

(f) WILSON shall promptly notify DISTRICT of any asserted and/or threatened claim which directly or indirectly materially affects or could affect WILSON, its Assets, or this Agreement.

(g) WILSON shall continue to insure all of its assets and business providing the customary coverage, including property damage and loss of income by fire or other casualty, and adequate insurance protection against all liabilities, claims, and risks customarily insured in WILSON's type of business, up to the Closing.

9. **ACCESS.** DISTRICT and its counsel, accountants, engineers, consultants, and other agents and representatives shall have full access during normal business hours, upon at least twenty-four (24) hours' notice, to all properties (real and personal), books, accounts, records, contracts, and documents of or relating to WILSON. DISTRICT, its agents and representatives, shall be entitled to enter onto any real property owned by WILSON to carry out the intent of this Agreement. WILSON shall furnish, or cause to be furnished, to DISTRICT and its representatives, all data and information concerning the business, finances, and properties of WILSON that may reasonably be requested.

10. **CLOSING DOCUMENTS.** At least one (1) business day before the Closing, WILSON shall deliver or cause to be delivered to DISTRICT or Escrow Holder the following:

(a) An Entity Status Letter from the California Franchise Tax Board showing WILSON is in good standing with the Franchise Tax Board.

(b) A Resolution of WILSON's Board of Directors confirming the members of WILSON authorized and approved this Agreement.

(c) WILSON agrees to furnish DISTRICT a Clearance Certificate from the California State Board of Equalization and the Department of Employment Development, and any related certificates that DISTRICT may reasonably request as evidence that all sales, use, employment, and other taxes of WILSON accruing before Closing of Escrow had been fully satisfied or provided for.

(d) WILSON shall deliver, or cause to be delivered, to DISTRICT, if applicable, instruments of assignment and transfer, such as a bill of sale, transferring all personal properties of WILSON of every kind and description, including, but not limited to, leasehold improvements, pipes, and pumping equipment supplies and other property, both tangible or intangible, which form or forms shall be satisfactory to DISTRICT.

(e) A grant deed, executed by WILSON, in recordable form, conveying WILSONS' interests in the real property, as described on Exhibit "C", to DISTRICT, free and clear of all claims, liens and encumbrances, except exceptions permitted hereunder.

(f) Evidence from the California Secretary of State showing no financing statements filed on or against WILSON or WILSONS 'Assets.

(g) Any additional instrument(s), signed and properly acknowledged by WILSON, if appropriate, as necessary to comply with this Agreement and to consummate the transaction contemplated by this Agreement.

11. **POSSESSION AFTER CLOSING.** Upon Closing, WILSON, through its officers, agents, and employees, will put DISTRICT into full possession and enjoyment of the Assets and all properties necessary to carry out the intent of this Agreement. To the extent the Assets include a water well, the District in its sole discretion shall determine if the well, well site, and all appurtenant facilities are needed or useful to the District. If a water well transferred as an Asset is deemed by the District to be surplus to District needs, the District will abandon the well following the requirements of the County of Kern, provided there are grant funds available for said abandonment and the District will be reimbursed pursuant to Agreement No. SWRCB0000000000D2002050. If no such grant funds are available, WILSON shall be responsible for maintaining or abandoning the water well as WILSON deems appropriate. If the District, in its sole discretion, abandons the water well, the District will subsequently quitclaim the well site back to the servient real property owner, if they can be identified.

12. **INDEMNITY.** WILSON shall indemnify, defend, and hold harmless DISTRICT against and with respect to any and all claims, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees that it shall incur or suffer, which arise, result from, or relate to any breach of, or failure by WILSON or WILSON's shareholders or members to perform, any of WILSONS' representations, warranties, covenants, or agreements in this Agreement or in any schedule, certificate, exhibit, or other instrument furnished or to be furnished by WILSON under this Agreement. In addition, WILSON shall indemnify and hold DISTRICT harmless from and against any and all liabilities, obligations, claims, charges, or activities related to WILSON prior to the Closing, regardless of whether such actions are currently known or unknown. WILSON specifically indemnifies and holds DISTRICT harmless from any and all liabilities, obligations, claims, or charges related to any liabilities of the business, or otherwise incurred, whether known or unknown, prior to the Closing. The parties acknowledge that upon Closing, WILSONS' Assets, as defined in Section 1 of this Agreement, including those set forth in **Exhibit "C"** and the Holdback Monies will be transferred to DISTRICT. If any liability of WILSON arises after Closing for a pre-Closing obligation, WILSON will cooperate with DISTRICT in raising funds from former WILSON members with respect to the satisfaction of any such liability, but it is agreed between the Parties hereto that DISTRICT shall not be responsible for any such obligation(s) of WILSON or its members.

13. **BROKERS.** Each of the parties represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement, and insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions.

14. **PROJECT AND PROGRESSION.**

(a) It is hereby acknowledged and understood that the Water System facilities currently being utilized by WILSON in its service area are in need of modification, repair, or

replacement in order to meet WILSONS' customer demand, capability, and other requirements. WILSON hereby acknowledges that DISTRICT would not have entered into this Agreement if DISTRICT would be required, at its cost and expense, to modify, repair, or replace any part of WILSONS' Water System, or create any other improvement(s) necessary to provide water service to the WILSON service area. The parties hereto understand that this Agreement contemplates that the monies to be received from the Funding Contract will fully fund all Project costs and Escrow costs, including improvements to both WILSON's Water System and DISTRICT's water distribution system and related facilities. WILSON understands and acknowledges that the costs of the Project shall include fees and expenses for engineering, attorneys, accountants, financial consultants, bond discount, annexation, and other soft cost expenses, in addition to preconstruction matters and construction work described in the Funding Contract.

(b) (i) Unless expressly disallowed under the Funding Contract, in the event that the monies received by DISTRICT from the Funding Contract do not fully fund all Project costs, DISTRICT shall have the right, at its sole discretion and option, to rescind and cancel this Agreement, in which case DISTRICT shall return all WILSON Assets and any liabilities to WILSON and WILSON shall thereafter have all responsibility for such Assets and liabilities, and shall assume all of DISTRICT's obligations under any and all construction contracts for the Project Components and shall as soon as practicable make arrangement to pay DISTRICT for all of such Project costs not reimbursed to DISTRICT under the Funding Contract. To exercise this right of rescission, DISTRICT shall notify WILSON of DISTRICT's election to rescind this Agreement by written notice; provided that before DISTRICT exercises its right to rescind this Agreement, the parties shall meet and confer in an attempt to resolve any issues concerning the funding of the Project costs. In the event the parties are not able to resolve the funding issues within forty-five (45) days after their initial meet and confer meeting, DISTRICT may then rescind this Agreement. In the event of such a rescission, the physical condition of the WILSON Water System at the time of such transfer shall be as-is, where-is, without representation or warranty.

15. **MISCELLANEOUS.**

(a) This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(b) This Agreement may be executed simultaneously or in one or more counterparts,

each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. Headings are for convenience only, and shall not be used to limit, modify, or interpret the provisions of this Agreement.

(d) If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, and venue for any such action shall be in the Kern County Superior Court.

(e) DISTRICT may, on or before the Closing, terminate this Agreement without liability to WILSON for any of the following:

(i) Breach by WILSON of any term or condition on this Agreement or any failure of any of the conditions precedent contained in Section 6 of this Agreement; or

(ii) If any bona fide action or proceeding shall be pending against either party on the Closing that could result in an unfavorable judgment, decree, or order that would hinder, prevent, or make unlawful the carrying out of this Agreement; or

(iii) If the legality and sufficiency of any or all steps taken or to be taken by the parties and either shareholders in carrying out this Agreement shall not have been approved, as may be required, by appropriate governmental authority; or

(iv) If upon the proposed Closing, one party is unable to proceed and consummate the transaction and there is no written agreement to extend said date between the parties: or

(v) It reasonably appears there will be insufficient funds from the Funding Contract to complete all of the Project; or

(vi) Any other reason contained within this Agreement.

(f) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by

first class mail, and properly addressed as follows:

DISTRICT

East Niles Community Services District
1417 Vale St.
Bakersfield, CA 93306

WILSON

Wilson Road Community Water
9043 East Wilson Road
Bakersfield, CA 93307

(g) This Agreement shall be construed in accordance with and governed by laws of the State of California.

(h) WILSON, at any time before Closing, will execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by DISTRICT, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by DISTRICT for the purpose of carrying out the intent of this Agreement.

(i) Each of the signatories below represents and warrants that he or she has full right, power, and authority to execute and bind his or her respective party to the covenants, conditions, and requirements set forth in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed on the day and year first above written.

EAST NILES COMMUNITY SERVICES DISTRICT

By: _____
William McCalla, President

WILSON ROAD COMMUNITY WATER

Signed: _____
By: Keith Pickett, President

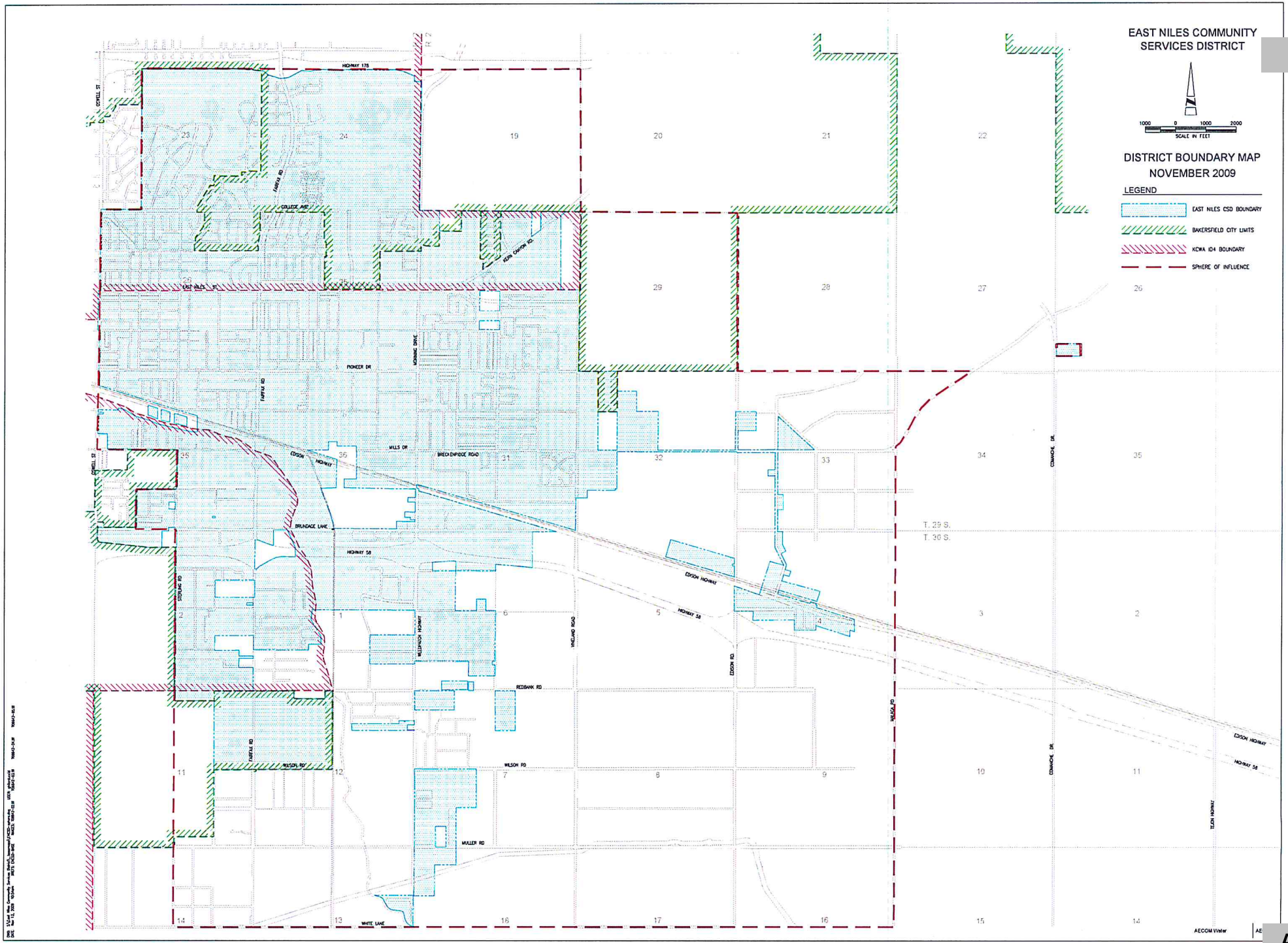
EXHIBIT LIST

EXHIBIT "A" – DESCRIPTION OF DISTRICT'S SERVICE AREA

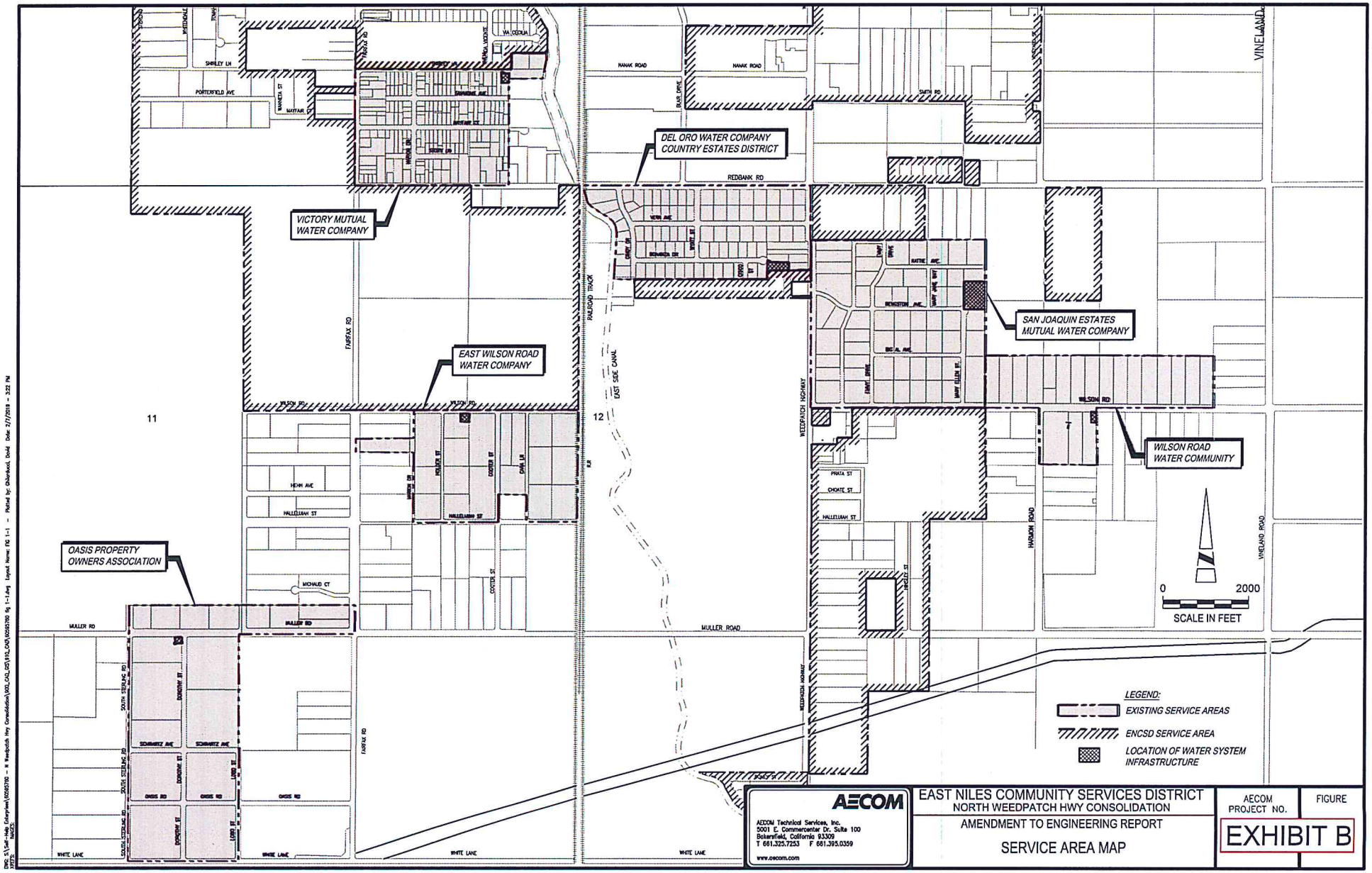
EXHIBIT "B" – DESCRIPTION OF WILSON'S SERVICE AREA

EXHIBIT "C" –
DESCRIPTION OF REAL PROPERTY TO BE TRANSFERRED TO DISTRICT

EXHIBIT A



AGEND



AECOM
AECOM Technical Services, Inc.
5001 E. Commercenter Dr. Suite 100
Bakersfield, California 93309
T 661.325.7253 F 661.395.0359
www.aecom.com

EAST NILES COMMUNITY SERVICES DISTRICT
NORTH WEEDPATCH HWY CONSOLIDATION
AMENDMENT TO ENGINEERING REPORT
SERVICE AREA MAP

AECOM PROJECT NO.

FIGURE
EXHIBIT B

AGEND

Exhibit C
ENCSD North Weedpatch Highway Water System Consolidation
Summary of Existing Water System Assets

Del Oro Water Company Country Estates - Water System CA1500314

Wells	Property (APN)	System Facilities
Well 03 - Cindy	173-280-05-00-8	40,000 gallon storage tank
Well 01 - inactive	173-280-06-00-1	2 - Booster pumps
(abandoned?)	173-313-08-00-6	Hydropneumatic tank
		Well pump and motor
		Water meters on all connections

East Wilson Road Water Company - Water System CA1502699

Wells	Property (APN)	System Facilities
Well 01 - active	173-291-08	21,000 gallon storage tank
		2 - Booster pumps
		2 - Hydropneumatic tanks
		Well pump and motor

Oasis Property Owners Association - Water System CA1500585

Wells	Property (APN)	System Facilities
Well 1 - inactive	None - Easements only	3 - 20,000 gallon storage tanks
Well 2 - standby		2 - Booster pumps
Well 3 - active		Hydropneumatic Tank
		2 - Well pumps and motors

San Joaquin Estates Mutual Water Company - Water System CA1500575

Wells	Property (APN)	System Facilities
Well 1 - active	177-343-06-00-7	52,000 gallon storage tank
		2 - booster pumps
		Hydropneumatic tank
		Well pump and motor

Wilson Road Water Company - Water System CA1500494

Wells	Property (APN)	System Facilities
Well 1 - active	177-181-12-00-4	2 - 10,000 gallon storage tanks
		2 - booster pumps
		Hydropneumatic tank
		Well pump and motor

Victory Mutual Water Compay - Water System CA1500231

Wells	Property (APN)	System Facilities
Well 1 - Marion	173-101-01-00-0	2 - TCP treatment vessels
Well 2 - Shirley		2 - Hydropneumatic tanks
		2 - Well pumps and motors
		Water meters at all connections

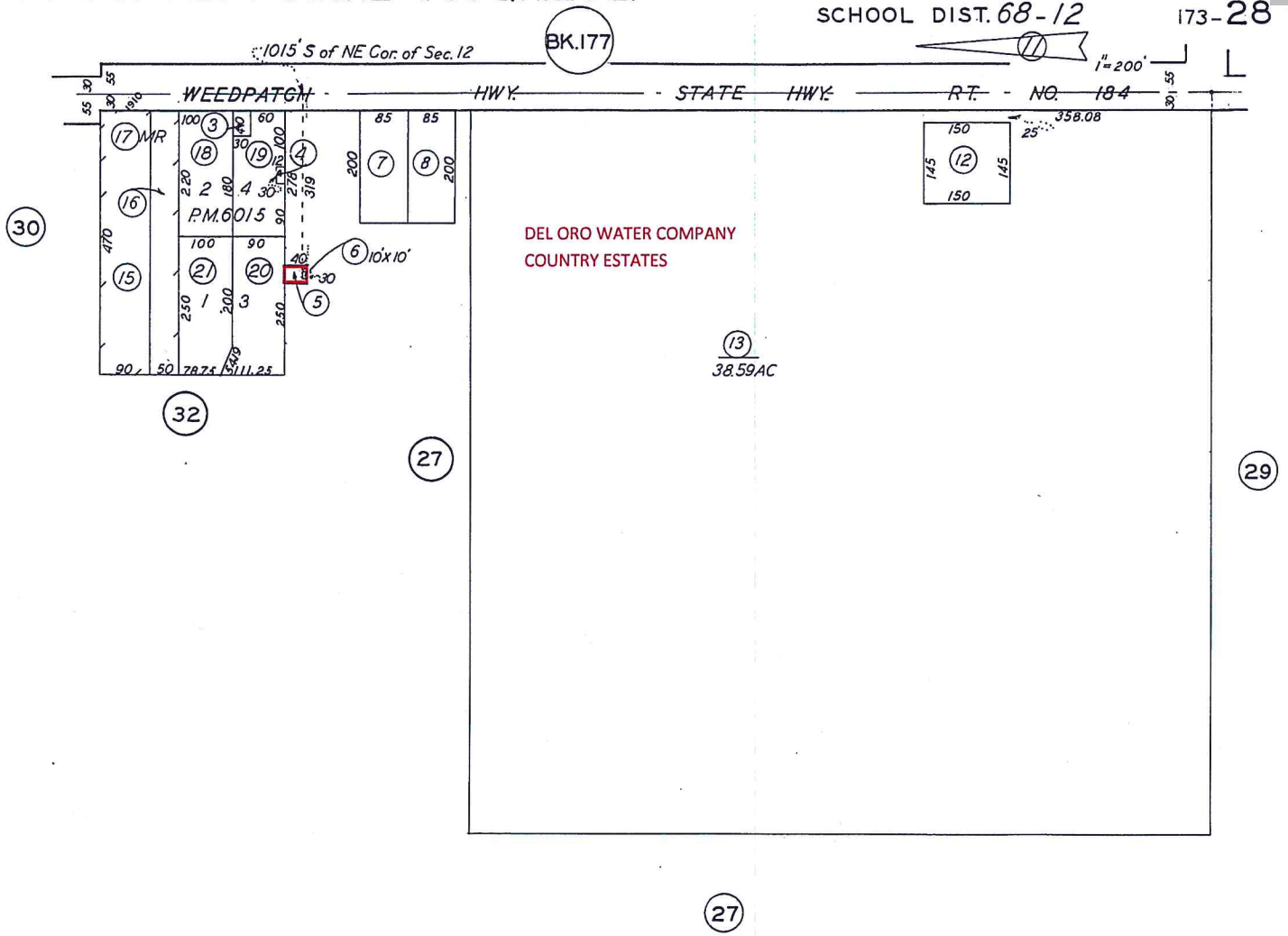
173-28

PTN. OF NE1/4 SEC. 12 T. 30 S. R. 28 E.

68-38
SCHOOL DIST. 68-12

173-28

BK. 177



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

ASSESSORS MAP NO. 173-28
COUNTY OF KERN

AGEND

173-31

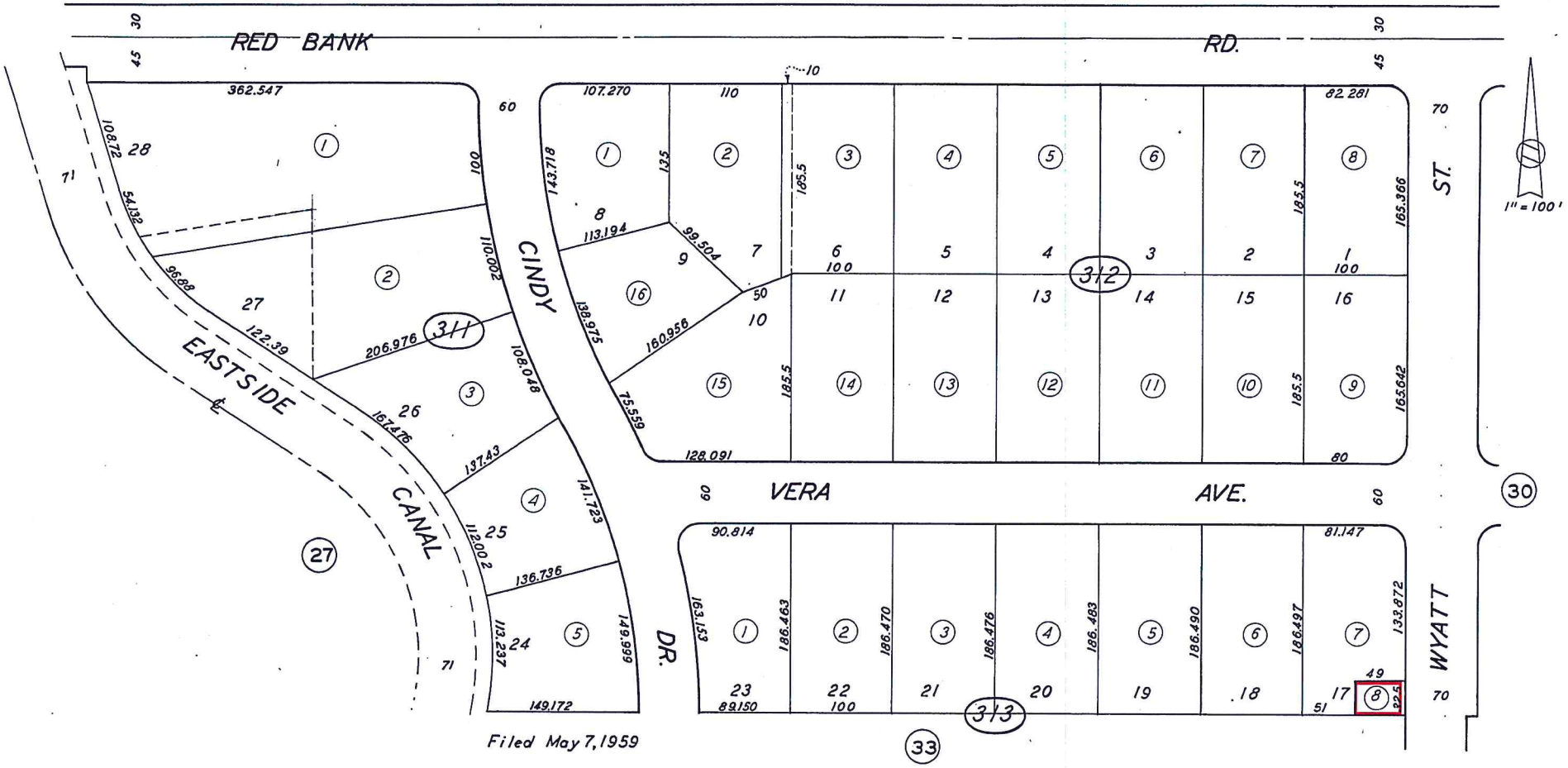
TRACT 2196

PTN OF N1/2 OF NW1/4 OF NE1/4 OF SEC. 12 T.30S. R.28E.

SCHOOL DIST. 68-12 173-31

08

DEL ORO WATER COMPANY
COUNTRY ESTATES



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

ASSESSORS MAP NO. 173-31
COUNTY OF KERN

AGEND

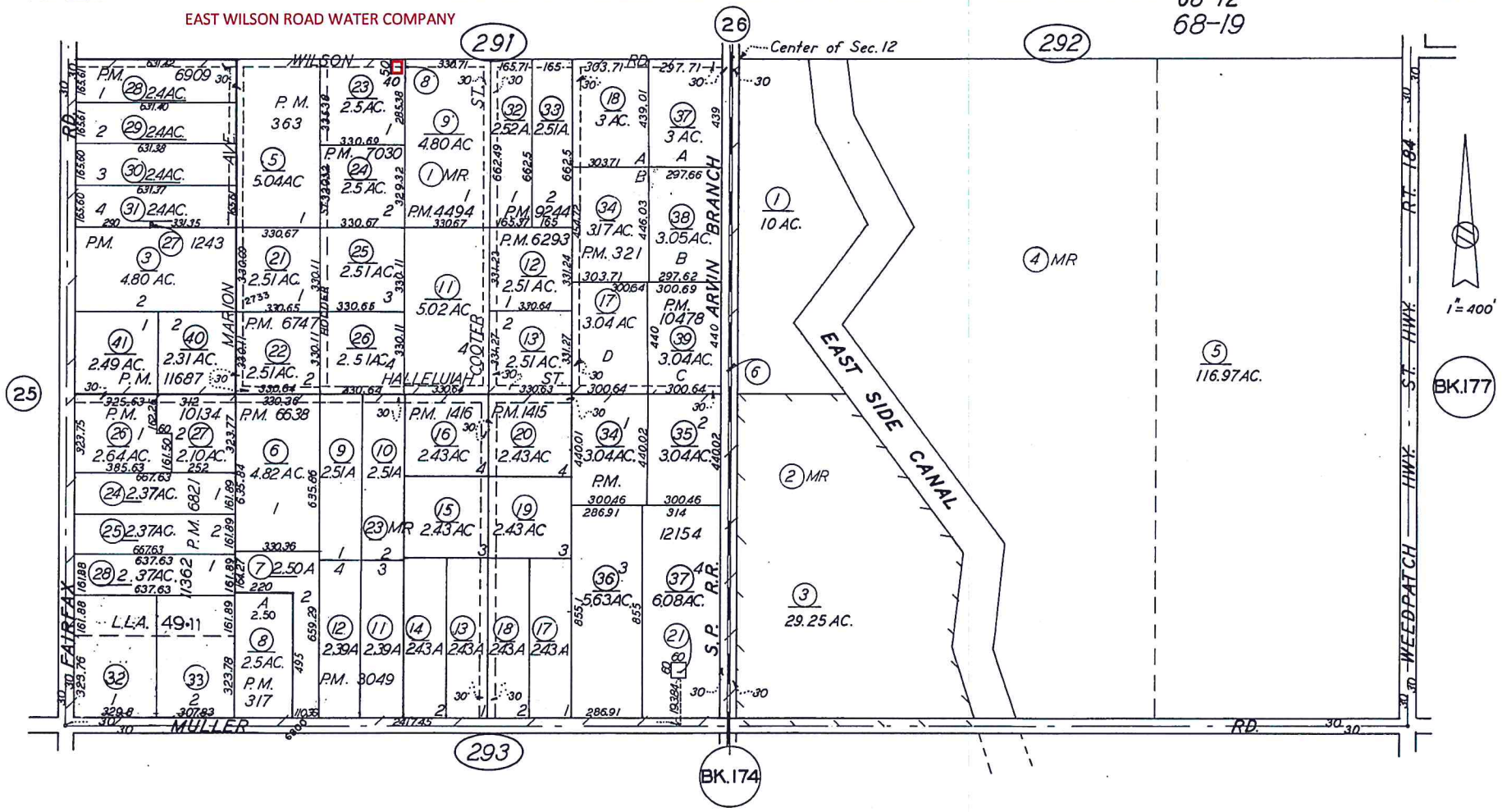
173-29

S1/2 OF SEC. 12 T.30S. R.28E.

SCHOOL DIST. 68-18
68-12
68-19

173-

EAST WILSON ROAD WATER COMPANY



Revised: 09/12/2017

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

ASSESSORS MAP NO. 173-29
COUNTY OF KERN

AGEND

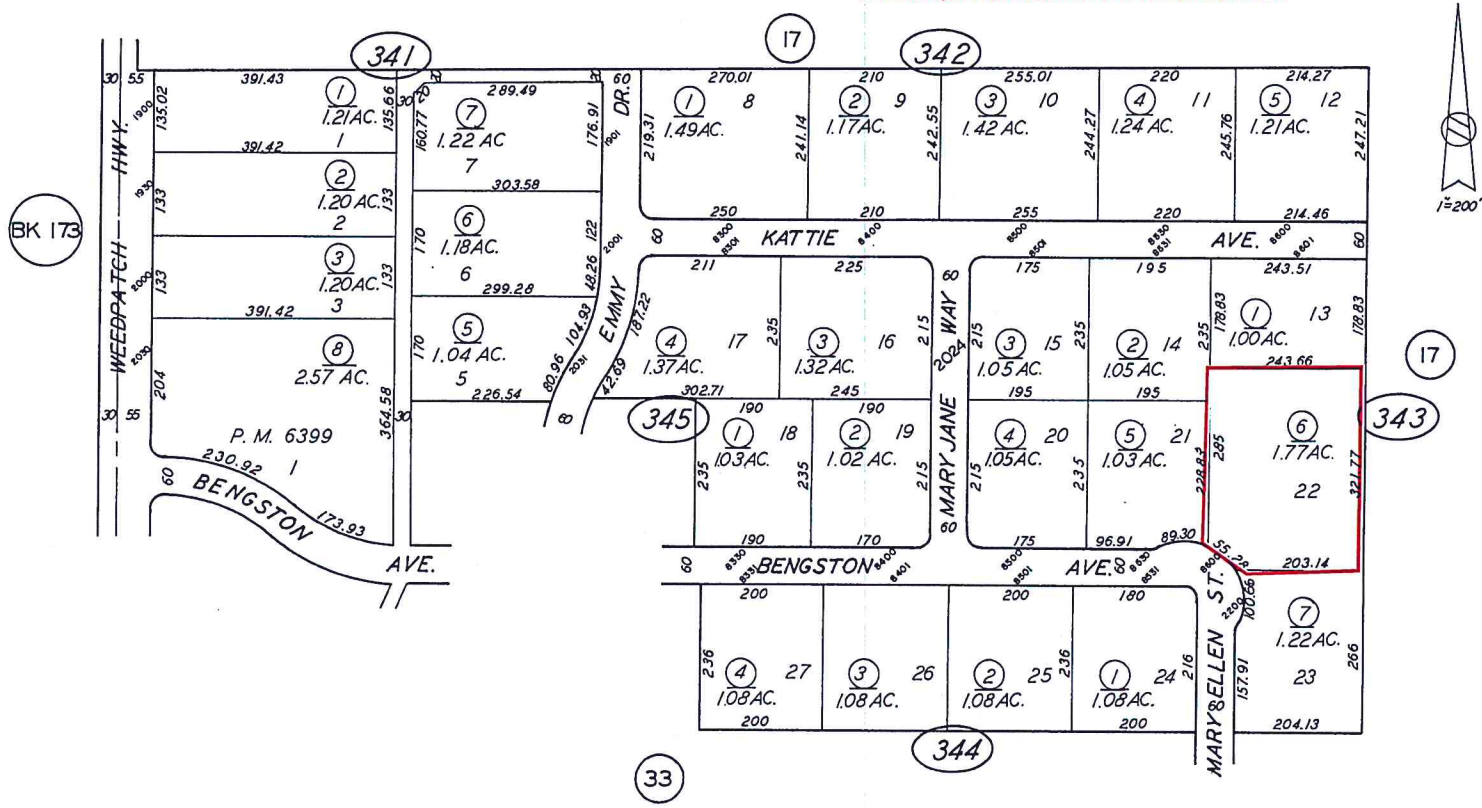
177–34

TRACT 4414–B
PTN. NW1/4 OF SEC. 7 T.30S. R.29E.

SCHOOL DIST. 68–24

177–34

SAN JOAQUIN ESTATES MUTUAL WATER COMPANY



Filed: July 10, 1981

Revised 8/27/2014

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

ASSESSORS MAP NO. 177–34

COUNTY OF KERN

AGEND

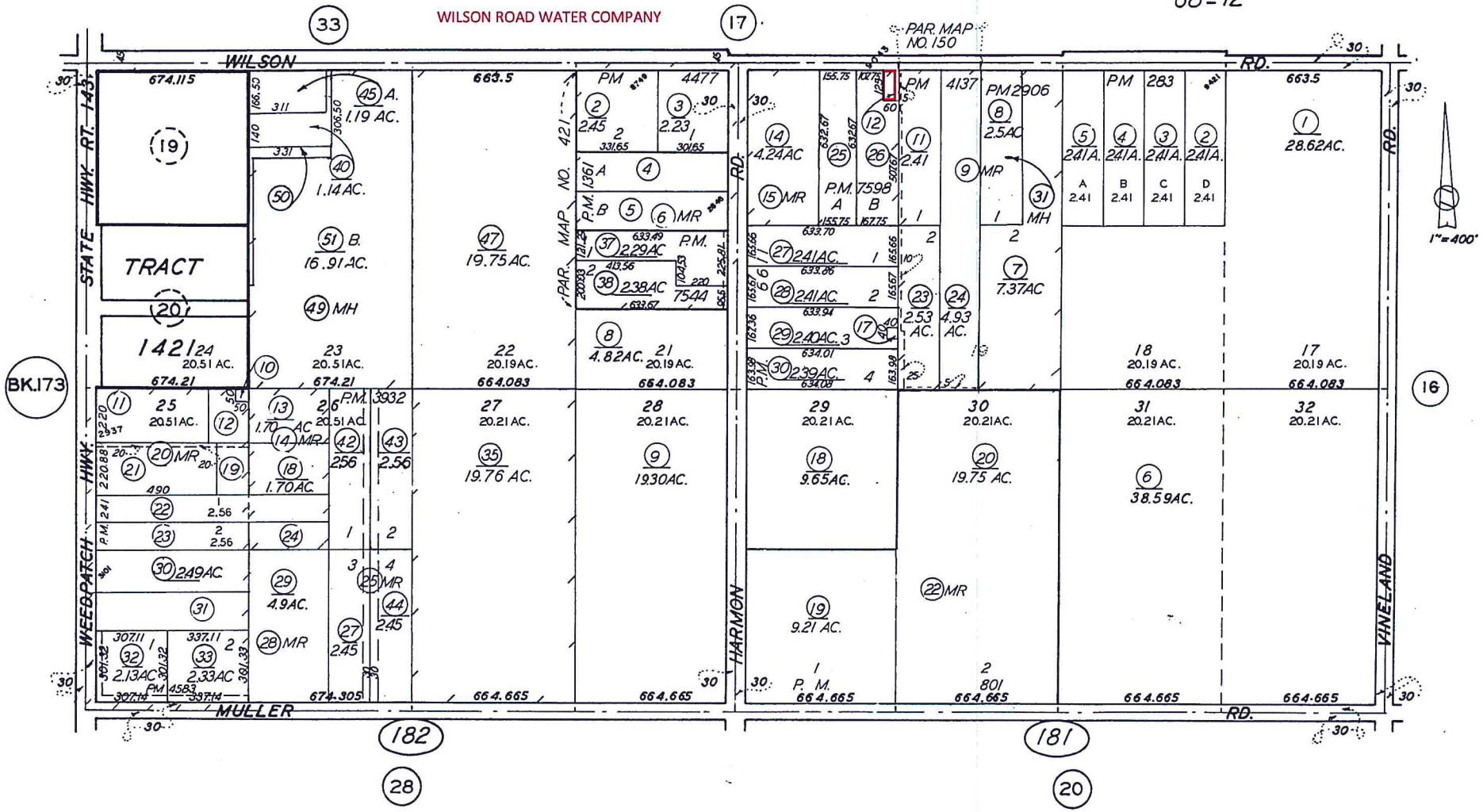
177 - 18

KERRNITA TRACT NO. 1

SCHOOL DIST. 00-3 68-12

177 -

WILSON ROAD WATER COMPANY



Revised: 03/25/2015

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

ASSESSORS MAP NO. 177 - 18
COUNTY OF KERN

AGEND

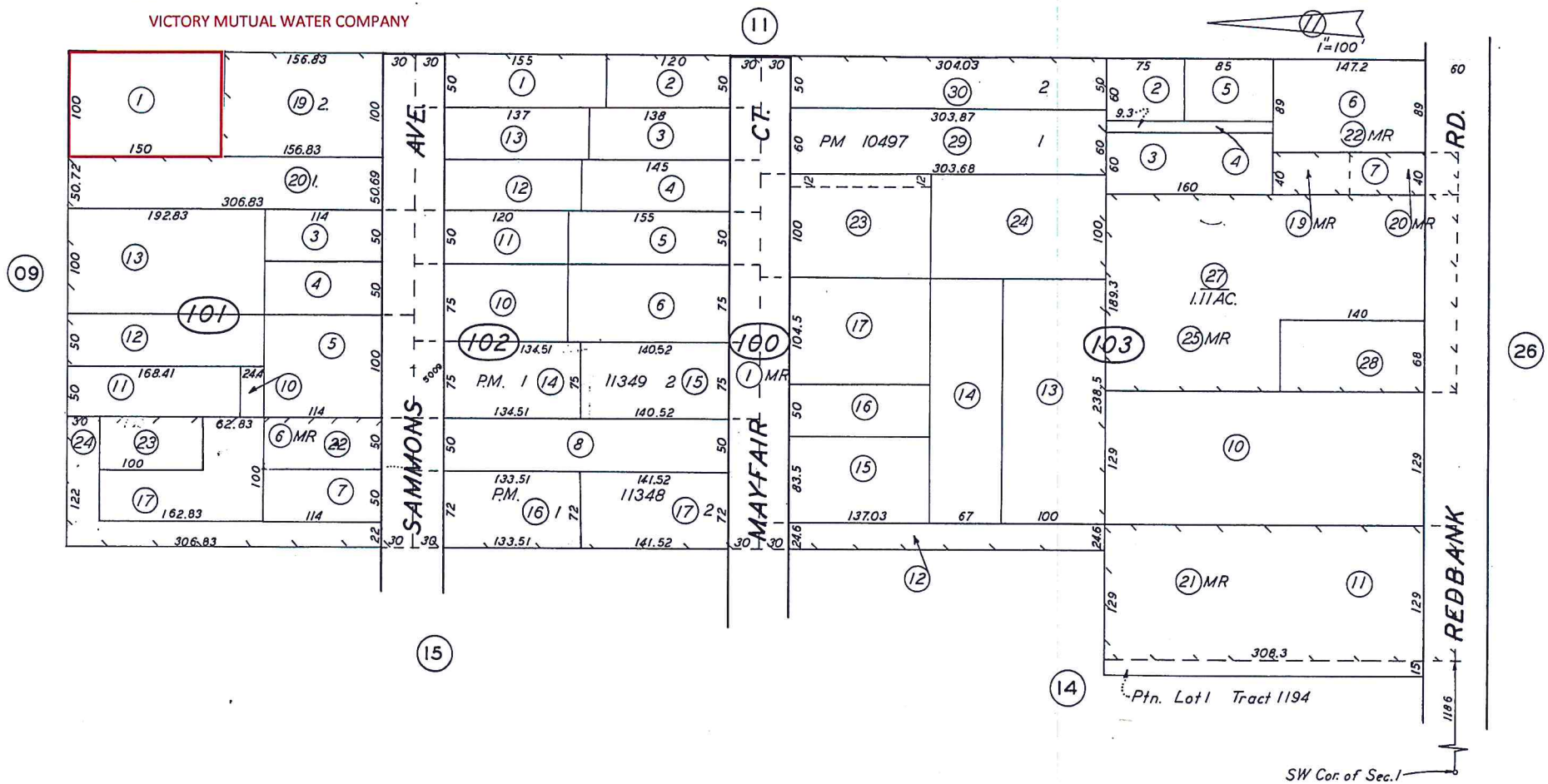
173-10

PTN. OF SW1/4 SEC. 1 T. 30 S. R. 28 E.

SCHOOL DIST. 68-2

173-10

VICTORY MUTUAL WATER COMPANY



Revised: Jul. 25, 2006

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

ASSESSORS MAP NO. 173-10
COUNTY OF KERN

AGEND

CONSOLIDATION AND WATER SERVICE AGREEMENT BETWEEN EAST NILES COMMUNITY SERVICES DISTRICT AND WILSON ROAD WATER COMPANY, INC

THIS AGREEMENT is made as of the day of FEB 25, 2025, for identification purposes only, by and between East Niles Community Services District, a Community Services District formed and operating pursuant to the Community Services District Law, as set forth in California Government Code Section 61,000 et seq., ("DISTRICT"), and Wilson Road Water Company, INC., Water System Number 1502699, a California Corporation (hereinafter, "WILSON, INC.").

RECITALS

A. DISTRICT is a public agency organized and operating as a community services district, and existing under the laws of the State of California. DISTRICT's service area is described in the document attached hereto as **Exhibit "A"** and incorporated herein by this reference.

B. WILSON, INC. is a California corporation organized and operating for the purpose of providing water to its members under the laws of the State of California. WILSON, INC. is the owner of the property commonly referred to as Wilson Road Water Company, INC. and presently provides water service to its members, who are shareholders of WILSON, INC.'s service area is described in the document attached hereto as **Exhibit "B"** and incorporated herein by this reference.

C. It has been determined by the State of California Water Resources Control Board ("SWRCB"), Division of Drinking Water, that the water provided by WILSON, INC. does not meet the standards of the SWRCB. DISTRICT has obtained funding from the SWRCB's Division of Financial Assistance (Agreement No. SWRCB0000000000D2002050) to conduct investigations and to prepare technical, environmental, legal, and other documents to determine and prepare for improvements to the WILSON, INC. Water System and to construct the necessary improvements that will bring it into compliance with all applicable laws and regulations, with the consolidation of WILSON, INC. into the DISTRICT (the "Consolidation") being a condition to receiving that funding.

D. In connection with the Consolidation, WILSON, INC.'s service area will be annexed to, and combined with, DISTRICT's service area, and DISTRICT will thereafter provide water service to WILSON, INC.'s existing active connections and future service connections within the boundaries of Exhibit "B." In addition to said annexation and as part of the Consolidation, WILSON, INC. will transfer to DISTRICT those certain easements described in the document attached hereto as **Exhibit "C"**. WILSON, INC. understands that DISTRICT will not acquire any assets of WILSON, INC. other than the assets and easements transferred pursuant to this Agreement. Any remaining assets of WILSON, INC. not transferred pursuant to this

Agreement will be abandoned by WILSON, INC and such costs associated with said abandonment are eligible for reimbursement. Following the consolidation of WILSON, INC. and DISTRICT, WILSON, INC. will relinquish its Water Supply Permit.

E. DISTRICT is in agreement with the proposed Consolidation, as set forth herein, so long as the funding to be provided by SWRCB is obtained to modify, repair, and/or replace the non-compliant portions of the WILSON, INC. Water System and to provide sufficient improvements to the DISTRICT's water system so as to allow the DISTRICT to serve the WILSON, INC. service area without detriment to DISTRICT's existing customers.

F. DISTRICT's Funding Agreement No. SWRCB0000000000D2002050 with the SWRCB's Division of Financial Assistance ("Funding Contract") includes construction monies ("the Fund") to be used for the construction of facilities necessary to bring the WILSON, INC. Water System into a condition deemed appropriate by DISTRICT for it to assume the operation and control thereof, to improve DISTRICT's water system (including but not limited to well(s), storage tanks, pump station(s), pipelines, treatment facilities, controls and monitoring system, etc.), to reimburse and/or fund DISTRICT for its actual eligible costs, deposits, and property purchases, in accordance with the terms and conditions set forth in the Funding Contract, in connection with the Consolidation..

G. The Project materials submitted by DISTRICT to the SWRCB as described in Recital F are ongoing and in various stages of analysis and review, subject to final SWRCB approval.

H. The purpose of this Agreement is to set forth the terms and conditions of the Consolidation, under which DISTRICT will assume the obligation to supply domestic water service to the area currently being served by WILSON, INC., subject to full and complete satisfaction by DISTRICT and WILSON, INC. of all requirements and conditions necessary to comply with the Funding Contract, including said parties' execution of this Agreement.

COVENANTS AND AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS, REPRESENTATIONS, AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. **TRANSFER OF WILSON, INC. ASSETS.** Subject to the terms and conditions set forth in this Agreement, upon the Closing (as defined in Section 3(a), below), WILSON, INC. agrees to convey, transfer, assign, and deliver to DISTRICT, and DISTRICT agrees to accept from WILSON, INC., all of the real property described on **Exhibit "C"**, which are collectively referred to herein as the "Assets," including, without limitation, the following:

(a) All water rights of whatever nature held, owned, and/or possessed by, or otherwise existing in the name of, WILSON, INC.;

(b) All financial records, accounts receivable, maps, reports, operating and building

records, permits and licenses, warranties, agreements, policies, and other documentation in regard to the financial condition and operation of ;

(c) Customer list(s) and property owner(s) records of all persons and/or entities who are members of EAST WILSON and/or to whom EAST WILSON presently supplies water;

(d) EAST WILSON's cash reserves, cash receivables, cash equivalents, prepaid insurance, and other assets, which may be utilized by DISTRICT at its sole discretion to assist former members of EAST WILSON with the cost of any relocation of service lines to accommodate the Project, which otherwise will be the sole financial responsibility of such former members of EAST WILSON; and

(e) Pursuant to California Civil Code § 954, any and all settlements, claims, demands, actions, causes of action, obligations, liens, damages, and liabilities of any nature whatsoever, known or not known, suspected or claimed, past, present, or future, relating to or arising out of any act, cause, matter or thing stated, claimed, or alleged or that could have been stated, claimed, or alleged by EAST WILSON against any person or entity, including but not limited to those related to the causation of any damages of any type or character to any Assets to be transferred hereunder and/or to the water supply used by EAST WILSON, and including but not limited to claims related to 1, 2, 3-trichloropropane (TCP).

A listing and inventory of the Assets to be transferred pursuant to this Agreement include, and are limited to, all real property described on **Exhibit "C,"** and those assets listed in Section 1 herein. The Assets specifically known to EAST WILSON shall be itemized and approved by both parties prior to the Close of Escrow.

2. **WATER SERVICE TO EAST WILSON MEMBERS.** In connection with the Consolidation, DISTRICT, as the surviving entity, upon the Closing, shall assume the obligation to provide water service to eligible persons and entities within the WILSON, INC. service area, including WILSON, INC.'s members and their properties, subject to each person's or entity's compliance with DISTRICT's existing and future rules, regulations, and policies for water service, and specifically including payment for services and providing all necessary information to allow DISTRICT to set up customer accounts for such persons or entities.

3. **ESCROW.**

(a) Within (5) days of execution of this Agreement, DISTRICT and WILSON, INC. shall open an escrow at _____ ("Escrow Holder"). Escrow charges for this service shall be paid by WILSON, INC., subject to reimbursement under the Funding Contract. The escrow closing date ("Closing" or "Close of Escrow") shall be the later of the dates upon which all of the following have occurred: (1) all work on WILSON, INC. Project Components are completed, as acknowledged by WILSON, INC. and DISTRICT and water service can be provided to the WILSON, INC. service area, (2) final annexation of the WILSON, INC. service area into the DISTRICT by LAFCO, or (3) and

provision of water service by DISTRICT as specified in Section 2, above; provided however the parties may mutually agree in writing to modify the date of Closing. As part of the same escrow, WILSON, INC. shall convey by Grant Deed its interest in all of WILSON, INC.'s real property identified in **Exhibit "C."**

(b) Property taxes and assessments on any of the Assets shall be prorated by Escrow Holder between WILSON, INC. and DISTRICT as of the Closing, based on the most current statements and information available to the parties. All property or other taxes payable in connection with any WILSON, INC. assets being transferred hereunder shall be prorated and those taxes applicable to times prior to the Closing shall be paid by WILSON, INC. outside of escrow or be paid through the escrow in connection with the Closing.

(c) With respect to WILSON, INC.'s real property, WILSON, INC. shall pay any documentary transfer tax. WILSON, INC. shall also pay the fee for the recording of the Grant Deed(s) and the premium for the CLTA Owner's Policy. The parties acknowledge that any such transfer taxes and recording fees and all other Escrow costs are considered to be reimbursable under the Funding Contract and DISTRICT shall cooperate with WILSON, INC. in obtaining reimbursement of those costs in advance of the Closing, to the extent possible.

4. **WILSON, INC. OBLIGATIONS AND LIABILITIES.** It is expressly understood and agreed that DISTRICT shall not be liable for any debts, obligations, or liabilities of WILSON, INC. of any kind or nature, other than those specifically assumed by DISTRICT in this Agreement. DISTRICT specifically does not assume any of WILSON, INC.S' liabilities or obligations, existing or contingent, known or unknown, except for the water service obligations set forth in Section 2 of this Agreement. Further, WILSON, INC. recognizes, understands, and acknowledges that WILSON, INC. shall continue to be responsible for any and all obligations of WILSON, INC., including but not limited to accounts payable that exist as of Closing and any obligation for outstanding back taxes. WILSON, INC. hereby agrees to hold harmless and indemnify DISTRICT for all loss, expenses, damages, and costs arising from or in connection with WILSON, INC.S' liabilities or obligations not assumed pursuant to this paragraph.

5. **CONDITIONS PRECEDENT.** The following shall be conditions precedent to DISTRICT's responsibility to perform its obligations under this Agreement:

(a) On or before five (5) days after the opening of escrow, WILSON, INC. shall provide, at WILSON, INC.'s cost, a preliminary title report ("PTR") issued by a title insurance company reflecting the status of the title in WILSON, INC.'s water rights which may exist, real estate, leasehold interest, easements, and such other real property assets which are included in the Assets being transferred hereunder. Within ten (10) business days after receipt of the PTR, DISTRICT shall notify WILSON, INC., in writing, of any title exceptions within the PTR which DISTRICT disapproves. As to any items disapproved by DISTRICT, WILSON, INC. shall thereafter have a period of thirty (30) days in which to cure or remove

the same. At the end of the thirty (30) days period, WILSON, INC. shall notify DISTRICT, in writing, of any disapproved title exception which WILSON, INC. is unable to cause to be removed or insured against prior to or at Closing, and DISTRICT shall then, within (10) business days thereafter, elect, by giving written notice to WILSON, INC. and Escrow Holder (i) to terminate the Agreement, (ii) to waive its disapproval of such exceptions, in which case, such exception shall be deemed approved. In the event any lien or encumbrance is recorded against any WILSON, INC. property after delivery of the PTR to DISTRICT, WILSON, INC. agrees to remove or cause to be removed such lien or encumbrance prior to the Close of Escrow.

(b) A title company shall stand ready to issue at the Closing a CLTA Owners Policy or Title Insurance (the "Title Policy") on all of WILSON, INC.'s real property together with endorsements reasonably requested by DISTRICT with liability equal to the fair market value of the real property, subject to the exceptions permitted by DISTRICT and the general and special taxes and assessments not then delinquent and lien, if any, for current real property taxes for the fiscal year in effect at the time of the Closing.

(c) WILSON, INC.'s service area is to be annexed into DISTRICT, with funding for same to be pursuant to the Funding Contract, and at no cost to DISTRICT. In connection with the Closing of the Consolidation, the parties shall file with the Local Agency Formation Commission for Kern County ("LAFCO") notice of the Consolidation and/or other documents as may be required by LAFCO, along with a map showing DISTRICT's post-Consolidation combined service area.

(d) Within Sixty (60) days after the execution of this Agreement, WILSON, INC. shall provide any necessary member approvals and Board of Directors' resolutions authorizing the transfer of the water purveying business and Assets to DISTRICT and annexation of WILSON, INC.'s service area into the DISTRICT.

(e) There shall be no material breach of any of WILSON, INC.'s representations, warranties, and covenants set forth in Paragraphs 7 and 8 of this Agreement as of the Closing.

(f) WILSON, INC. shall have delivered to the Escrow Holder the items described in Paragraph 10 of this Agreement.

(g) Full and complete satisfaction by DISTRICT and WILSON, INC. of all requirements and conditions necessary to secure the Funding Contract.

(h) Receipt by DISTRICT of the fully executed Funding Contract.

(i) Construction of WILSON, INC. Project Components to the satisfaction of DISTRICT in the exercise of its reasonable discretion without any legal challenge

thereto.

The conditions set forth in this Section are solely for the benefit of DISTRICT and may be waived only by DISTRICT. DISTRICT shall, at all times prior to the termination of this Agreement, have the right to waive any term of this Agreement and shall have the right to waive any of these conditions; provided that such waiver is in writing.

6. **TAXES.** To the extent applicable, WILSON, INC. agrees to pay all sales and use taxes, to the extent of liability therefor, arising out of the transfer of the Assets, and shall pay said taxes on or before the Closing. DISTRICT shall not be responsible for any business, occupation, withholding, or similar tax, or any taxes of any kind related to any period before the Closing, including any income taxes representing WILSON, INC.'s liability for operation of the business prior to the Closing.

7. **REPRESENTATIONS AND WARRANTIES.** WILSON, INC. represents and warrants to DISTRICT that the following matters are true and correct as of the execution of this Agreement and will also be true and correct as of the Closing:

(a) WILSON, INC. has all necessary corporate powers to own its own properties and to carry on its business as now owned and operated by WILSON, INC.

(b) WILSON, INC. is a corporation, duly organized, validly existing and in good standing under the laws of the State of California. WILSON, INC. has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons are necessary in connection therewith, except as specified in subdivision (e), below.

(c) All of the documents executed by WILSON, INC. which are to be delivered to DISTRICT at the Closing date shall have been duly authorized, executed, and delivered by WILSON, INC. and will be legal, valid, and binding obligations of WILSON, INC. enforceable against WILSON, INC. in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting parties generally), and will not violate any provisions of any agreement to which WILSON, INC. is a party or to which it is subject.

(d) There are no undisclosed liabilities, debts, or other obligations of WILSON, INC. outstanding, or in any way left unresolved, as of the date of this Agreement.

(e) WILSON, INC. members have authorized and approved the Consolidation, including authorizing WILSON, INC. to enter into this Agreement and have authorized WILSON, INC. to perform its other obligations as set forth in this Agreement.

(f) The zoning of WILSON, INC.S' real property, representing the facilities for

WILSON, INC.'s water purveying business, permits the presently existing improvements and the continuation of the business presently being conducted on the subject property.

(g) **Exhibit "C"** to this Agreement, describes the real property to be transferred pursuant to this Agreement. No real property set forth in **Exhibit "C"** is held under any lease, security agreement, conditional sales contract, or other title retention of security arrangement or is located other than in the possession of WILSON, INC. on WILSON, INC.'s business premises.

(h) WILSON, INC. is and will be at Closing the sole fee owner of WILSON, INC.'s real property described on **Exhibit "C"**, and now has and will at Closing have full right, power, and authority to enter into this Agreement and to sell, convey, and transfer such real property and all rights appurtenant thereto to DISTRICT, free and clear of any and all liens, encumbrances, restrictions, conditions, covenants, assessments, defects, claims encroachments, or exceptions (other than those approved by DISTRICT in or pursuant to Paragraph 5(a) hereof) and to carry out each and every one of WILSON, INC.'s obligations hereunder.

(i) WILSON, INC. has not previously assigned, transferred, or conveyed in any manner whatsoever all or any portion of the Assets which are the subject of this Agreement, or any interest therein.

(j) Except as set forth herein, there are no pending or, to WILSON, INC.'s best knowledge, threatened claims, proceedings, lawsuits, or allegations of any kind, whether for taxes or otherwise, concerning WILSON, INC. or the Assets or the Consolidation. At the Closing, WILSON, INC. will not be in default under any agreements, encumbrances, or instruments pertaining to WILSON, INC. or the Assets.

(k) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not, to WILSON, INC.'s best knowledge: (i) violate any provisions of, or require any consent, authorization, or approval under any law, administrative regulation, any order, award, judgment, writ, injunction, or decree applicable to, or any governmental permit or license issued to, WILSON, INC. relating to the Assets; or (ii) result in the creation of any lien, charge, or encumbrance upon the Assets.

(l) To WILSON, INC.'s best knowledge, neither WILSON, INC. nor any third party has used, generated, manufactured, refined, produced, processed, stored, or disposed of on, under, or about WILSON, INC.'s real property, or transported to or from the real property, any hazardous materials, nor does WILSON, INC. intend to use the real property in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing, or transporting hazardous materials. For the purposes hereof, "hazardous materials" shall mean any flammable explosive, radioactive materials, asbestos, petroleum, organic

compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, or related materials, including, without limitation, any substances currently considered as such by the general public and/or currently defined as or included in the definition of "hazardous substances", "hazardous material", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 8601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq.; and in the regulations adopted, published, and/or promulgated pursuant to said laws.

(m) If and to the extent WILSON, INC. has any employees, WILSON, INC. has no existing employment contracts with any of its employees. All personnel are presently employed on an hourly wage basis, and WILSON, INC. provides no fringe benefits which may present a continuing liability to DISTRICT as a condition to retained employment or present personnel. There is no pending or threatened labor dispute, strike, or work stoppage affecting WILSON, INC.S' business. DISTRICT shall not assume any liability in regard to employee benefits of any nature whatsoever with respect to any current or prior WILSON, INC. employee. DISTRICT shall not be obligated to retain any WILSON, INC. employee, consultant, independent contractor, or other representative or agent.

(n) WILSON, INC. has complied with, and is not in violation of, any applicable federal, state, or local statute, law, or regulation, including, without limitation, any applicable building, zoning, or other law, ordinance, or regulation, and is not presently involved in any action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending, which may impose some liability or lien upon WILSON, INC.'s business, the assets therein, or restrictions thereof. Except as disclosed to DISTRICT during its due diligence, WILSON, INC. is not aware of any defects in the Water System or instrumentalities comprising its business.

(o) All federal, state, and local income, real, personal, and any other tax returns with respect to the operation and Assets of WILSON, INC. which are required to be filed or paid, have been filed or will be filed within thirty (30) days after Closing, and WILSON, INC. has paid or caused to be paid, or will timely pay, to the respective taxing authorities all taxes as shown on such returns, or on any assessment received by it, to the extent that such taxes have become due. WILSON, INC. knows of no proposed tax or assessments against WILSON, INC. or the Assets.

(p) All representations and warranties of WILSON, INC. set forth in this paragraph, and in any written statements delivered to DISTRICT under this Agreement, will also be true and correct as of the Closing as if made on that date and shall survive the Closing.

8. **COVENANTS.** WILSON, INC. hereby covenants with the DISTRICT as follows:

(a) After the date hereof and prior to the Closing, no part of the Assets, or any interest therein, will be sold or otherwise transferred or encumbered, other than in the ordinary course of WILSON, INC.'s business, without DISTRICT's prior written consent.

(b) WILSON, INC. authorizes DISTRICT to act on WILSON, INC.'s behalf, as may be necessary in connection with the Funding Contract and any related financing issues concerning the State Water Resources Control Board and the financial assistance it is providing.

(c) Except with respect to this Agreement and such other contracts and agreements as are necessary to cause the completion of the transaction contemplated herein, no leases, contracts, agreements, or commitments (collectively, "Submittals") shall be executed which shall bind the Assets or WILSON, INC. without the prior written approval and consent of DISTRICT, which consent and approval may be withheld in the reasonable discretion of DISTRICT.

(d) WILSON, INC. agrees that it will not, prior to Closing, permit any alteration, modification, or addition to the Water System, other than emergency repairs, except as approved in writing by DISTRICT. WILSON, INC. will carry on its business activities diligently and will not become delinquent in the payment of any accounts payable.

(e) No default of WILSON, INC. shall be permitted to occur under any contract or agreement by which WILSON, INC. is or may be bound, which default will materially and adversely affect this Agreement.

(f) WILSON, INC. shall promptly notify DISTRICT of any asserted and/or threatened claim which directly or indirectly materially affects or could affect WILSON, INC., its Assets, or this Agreement.

(g) WILSON, INC. shall continue to insure all of its assets and business providing the customary coverage, including property damage and loss of income by fire or other casualty, and adequate insurance protection against all liabilities, claims, and risks customarily insured in WILSON, INC.'s type of business, up to the Closing.

9. **ACCESS.** DISTRICT and its counsel, accountants, engineers, consultants, and other agents and representatives shall have full access during normal business hours, upon at least twenty-four (24) hours' notice, to all properties (real and personal), books, accounts, records, contracts, and documents of or relating to WILSON, INC.. DISTRICT, its agents and representatives, shall be entitled to enter onto any real property owned by WILSON, INC. to carry out the intent of this Agreement. WILSON, INC. shall furnish, or cause to be furnished, to DISTRICT and its representatives, all data and information concerning the business, finances, and properties of WILSON, INC. that may reasonably be requested.

10. **CLOSING DOCUMENTS.** At least one (1) business day before the Closing, WILSON,

INC. shall deliver or cause to be delivered to DISTRICT or Escrow Holder the following:

(a) A certificate issued by the Secretary of State of California showing that it is a corporation presently in good standing under the laws of the State of California.

(b) An Entity Status Letter from the California Franchise Tax Board showing WILSON, INC. is in good standing with the Franchise Tax Board.

(c) A Resolution of WILSON, INC.'s Board of Directors confirming the members of WILSON, INC. authorized and approved this Agreement.

(d) WILSON, INC. agrees to furnish DISTRICT a Clearance Certificate from the California State Board of Equalization and the Department of Employment Development, and any related certificates that DISTRICT may reasonably request as evidence that all sales, use, employment, and other taxes of WILSON, INC. accruing before Closing of Escrow had been fully satisfied or provided for.

(e) WILSON, INC. shall deliver, or cause to be delivered, to DISTRICT, if applicable, instruments of assignment and transfer, such as a bill of sale, transferring all personal properties of WILSON, INC. of every kind and description, including, but not limited to, leasehold improvements, pipes, and pumping equipment supplies and other property, both tangible or intangible, which form or forms shall be satisfactory to DISTRICT.

(f) A grant deed, executed by WILSON, INC., in recordable form, conveying WILSON, INC.S' interests in the real property, as described on Exhibit "C", to DISTRICT, free and clear of all claims, liens and encumbrances, except exceptions permitted hereunder.

(g) Evidence from the California Secretary of State showing no financing statements filed on or against WILSON, INC. or WILSON, INC.S 'Assets.

(h) Any additional instrument(s), signed and properly acknowledged by WILSON, INC., if appropriate, as necessary to comply with this Agreement and to consummate the transaction contemplated by this Agreement.

11. **POSSESSION AFTER CLOSING.** Upon Closing, WILSON, INC., through its officers, agents, and employees, will put DISTRICT into full possession and enjoyment of the Assets and all properties necessary to carry out the intent of this Agreement., the DISTRICT will abandon the well following the requirements of the County of Kern. The DISTICT has determined that the water well located on Kern County APN 173-291-23 (actual well hole) and APN 173-291-08 (tanks and hydropneumatic tank system) are surplus to the DISTRICT's needs and will not be transferred to the DISTRICT. WILSON INC. agrees to provide the DISTRICT, with a license agreement or temporary easement, the authorization to cause the water well to be abandoned provided there are grant funds available for said abandonment and the DISTRICT will be reimbursed pursuant to Agreement No. SWRCB0000000000D2002050. If no such grant funds

are available, WILSON, INC., shall be responsible for maintaining or abandoning the water well as WILSON. INC. deems appropriate. WILSON INC. shall remain fully liable and responsible for said water well, and the DISTRICT makes no guarantee or warranty as to the well or its abandonment, nor does the DISTRICT assume any interest in the well or liability associated therewith. It is understood that the DISTRICT is causing the subject well to be abandoned for the benefit of WILSON INC. and WILSON INC. shall at all times be solely responsible and liable or the subject water well and associated abandonment. It is understood that after the abandonment, WILSON INC. will quitclaim back the property to the underlying landowner, Stella Holder and/or her heirs or estate, any interest it has in that particular property.

12. **INDEMNITY.** WILSON, INC. shall indemnify, defend, and hold harmless DISTRICT against and with respect to any and all claims, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees that it shall incur or suffer, which arise, result from, or relate to any breach of, or failure by WILSON, INC. or WILSON, INC.'s shareholders or members to perform, any of WILSON, INC.S' representations, warranties, covenants, or agreements in this Agreement or in any schedule, certificate, exhibit, or other instrument furnished or to be furnished by WILSON, INC. under this Agreement. In addition, WILSON, INC. shall indemnify and hold DISTRICT harmless from and against any and all liabilities, obligations, claims, charges, or activities related to WILSON, INC. prior to the Closing, regardless of whether such actions are currently known or unknown. WILSON, INC. specifically indemnifies and holds DISTRICT harmless from any and all liabilities, obligations, claims, or charges related to any liabilities of the business, or otherwise incurred, whether known or unknown, prior to the Closing. The parties acknowledge that upon Closing, WILSON, INC.S' Assets, as defined in Section 1 of this Agreement, including those set forth in **Exhibit "C"** and the Holdback Monies will be transferred to DISTRICT. If any liability of WILSON, INC. arises after Closing for a pre-Closing obligation, WILSON, INC. will cooperate with DISTRICT in raising funds from former WILSON, INC. members with respect to the satisfaction of any such liability, but it is agreed between the Parties hereto that DISTRICT shall not be responsible for any such obligation(s) of WILSON, INC. or its members.

13. **BROKERS.** Each of the parties represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement, and insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions.

14. **PROJECT AND PROGRESSION.**

(a) It is hereby acknowledged and understood that the Water System facilities currently being utilized by WILSON, INC. in its service area are in need of modification, repair, or replacement in order to meet WILSON, INC.S' customer demand, capability, and other requirements. WILSON, INC. hereby acknowledges that DISTRICT would not have entered into this Agreement if DISTRICT would be required, at its cost and expense, to modify, repair, or replace any part of WILSON, INC.S' Water System, or create any other improvement(s) necessary to provide water service to the WILSON, INC. service area. The parties hereto understand that this Agreement contemplates that the monies to be received from the Funding

Contract will fully fund all Project costs and Escrow costs, including improvements to both WILSON, INC.'s Water System and DISTRICT's water distribution system and related facilities. WILSON, INC. understands and acknowledges that the costs of the Project shall include fees and expenses for engineering, attorneys, accountants, financial consultants, bond discount, annexation, and other soft cost expenses, in addition to preconstruction matters and construction work described in the Funding Contract.

(b) (i) Unless expressly disallowed under the Funding Contract, in the event that the monies received by DISTRICT from the Funding Contract do not fully fund all Project costs, DISTRICT shall have the right, at its sole discretion and option, to rescind and cancel this Agreement, in which case DISTRICT shall return all WILSON, INC. Assets and any liabilities to WILSON, INC. and WILSON, INC. shall thereafter have all responsibility for such Assets and liabilities, and shall assume all of DISTRICT's obligations under any and all construction contracts for the Project Components and shall as soon as practicable make arrangement to pay DISTRICT for all of such Project costs not reimbursed to DISTRICT under the Funding Contract. To exercise this right of rescission, DISTRICT shall notify WILSON, INC. of DISTRICT's election to rescind this Agreement by written notice; provided that before DISTRICT exercises its right to rescind this Agreement, the parties shall meet and confer in an attempt to resolve any issues concerning the funding of the Project costs. In the event the parties are not able to resolve the funding issues within forty-five (45) days after their initial meet and confer meeting, DISTRICT may then rescind this Agreement. In the event of such a rescission, the physical condition of the WILSON, INC. Water System at the time of such transfer shall be as-is, where-is, without representation or warranty.

15. **MISCELLANEOUS.**

(a) This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(b) This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. Headings

are for convenience only, and shall not be used to limit, modify, or interpret the provisions of this Agreement.

(d) If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, and venue for any such action shall be in the Kern County Superior Court.

(e) DISTRICT may, on or before the Closing, terminate this Agreement without liability to WILSON, INC. for any of the following:

(i) Breach by WILSON, INC. of any term or condition on this Agreement or any failure of any of the conditions precedent contained in Section 6 of this Agreement; or

(ii) If any bona fide action or proceeding shall be pending against either party on the Closing that could result in an unfavorable judgment, decree, or order that would hinder, prevent, or make unlawful the carrying out of this Agreement; or

(iii) If the legality and sufficiency of any or all steps taken or to be taken by the parties and either shareholders in carrying out this Agreement shall not have been approved, as may be required, by appropriate governmental authority; or

(iv) If upon the proposed Closing, one party is unable to proceed and consummate the transaction and there is no written agreement to extend said date between the parties: or

(v) It reasonably appears there will be insufficient funds from the Funding Contract to complete all of the Project; or

(vi) Any other reason contained within this Agreement.

(f) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, and properly addressed as follows:

DISTRICT

East Niles Community Services District
1417 Vale St.
Bakersfield, CA 93306

WILSON, INC.

Wilson Road Water Company, INC.
6857 East Wilson Road
Bakersfield, CA 93307

(g) This Agreement shall be construed in accordance with and governed by laws of the State of California.

(h) WILSON, INC., at any time before Closing, will execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by DISTRICT, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by DISTRICT for the purpose of carrying out the intent of this Agreement.

(i) Each of the signatories below represents and warrants that he or she has full right, power, and authority to execute and bind his or her respective party to the covenants, conditions, and requirements set forth in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed on the day and year first above written.

EAST NILES COMMUNITY SERVICES DISTRICT

By: _____
William McCalla, President

WILSON ROAD WATER COMPANY, INC.

Signed : _____
By: MARK W. GARDNER, President

EXHIBIT LIST

EXHIBIT "A" – DESCRIPTION OF DISTRICT'S SERVICE AREA

EXHIBIT "B" – DESCRIPTION OF WILSON, INC.'S SERVICE AREA

EXHIBIT "C" –
DESCRIPTION OF REAL PROPERTY TO BE TRANSFERRED TO DISTRICT

EXHIBIT A

EAST NILES COMMUNITY SERVICES DISTRICT

1000 0 1000 2000
SCALE IN FEET

DISTRICT BOUNDARY MAP
NOVEMBER 2009

LEGEND

- EAST NILES CSD BOUNDARY
- BAKERSFIELD CITY LIMITS
- KCWA ID4 BOUNDARY
- SPHERE OF INFLUENCE

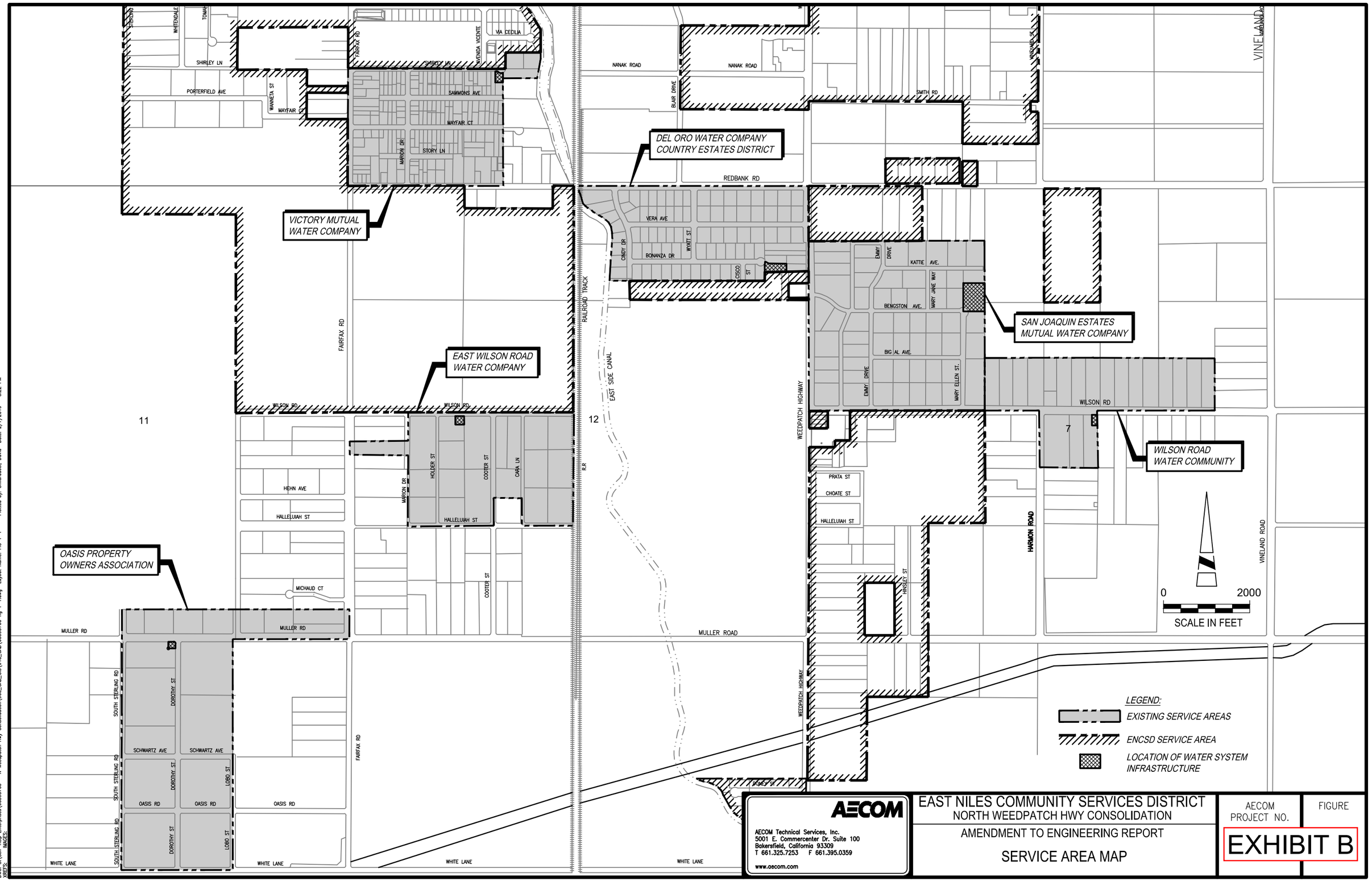
R. 2 W.
R. 2 E.

T. 29 S.
T. 30 S.

HIGHWAY 178
OSWELL ST
FAIRFAX RD
COLLEGE AVE.
KERN CANYON RD.
EAST NILES ST.
PIONEER DR
MORNING DRIVE
MILLS DR
BRECKENRIDGE ROAD
EDISON HIGHWAY
BRUNDAGE LANE
HIGHWAY 58
STERLING RD
WEEDPATCH HIGHWAY
VINELAND ROAD
EDISON RD.
REDBANK RD
WILSON RD
MULLER RD
WHITE LANE
MALAGA RD
COMANCHE DR.
TEJON HIGHWAY

AECOM Water | AECOM

DWG: S:\East Nles Community Services District_Drawings\ENCSD_sphere.dgn
DATE: Nov 12, 2009 10:05am USER: gfolsom
XREFs: T06642-01.tif T06642-02.tif T06642-03.tif T06642-04.tif T06642-05.tif



AECOM
AECOM Technical Services, Inc.
5001 E. Commercenter Dr. Suite 100
Bakersfield, California 93309
T 661.325.7253 F 661.395.0359
www.aecom.com

EAST NILES COMMUNITY SERVICES DISTRICT
NORTH WEEDPATCH HWY CONSOLIDATION
AMENDMENT TO ENGINEERING REPORT
SERVICE AREA MAP

AECOM PROJECT NO.

FIGURE
EXHIBIT B

DWG: S:\Self-Help Enterprises\60595760 - N Weedpatch Hwy Consolidation\900_CAD_GIS\910_CAD\60595760 fig 1-1.dwg Layout Name: FIG 1-1 - Plotted by: Ghilarducci, David Date: 2/7/2019 - 3:22 PM
XREFS:
IMAGES:

Exhibit C
ENCSD North Weedpatch Highway Water System Consolidation
Summary of Existing Water System Assets

Del Oro Water Company Country Estates - Water System CA1500314

Wells	Property (APN)	System Facilities
Well 03 - Cindy	173-280-05-00-8	40,000 gallon storage tank
Well 01 - inactive (abandoned?)	173-280-06-00-1	2 - Booster pumps
	173-313-08-00-6	Hydropneumatic tank
		Well pump and motor
		Water meters on all connections

East Wilson Road Water Company - Water System CA1502699

Wells	Property (APN)	System Facilities
Well 01 - active	173-291-08	21,000 gallon storage tank
		2 - Booster pumps
		2 - Hydropneumatic tanks
		Well pump and motor

Oasis Property Owners Association - Water System CA1500585

Wells	Property (APN)	System Facilities
Well 1 - inactive	None - Easements only	3 - 20,000 gallon storage tanks
Well 2 - standby		2 - Booster pumps
Well 3 - active		Hydropneumatic Tank
		2 - Well pumps and motors

San Joaquin Estates Mutual Water Company - Water System CA1500575

Wells	Property (APN)	System Facilities
Well 1 - active	177-343-06-00-7	52,000 gallon storage tank
		2 - booster pumps
		Hydropneumatic tank
		Well pump and motor

Wilson Road Water Company - Water System CA1500494

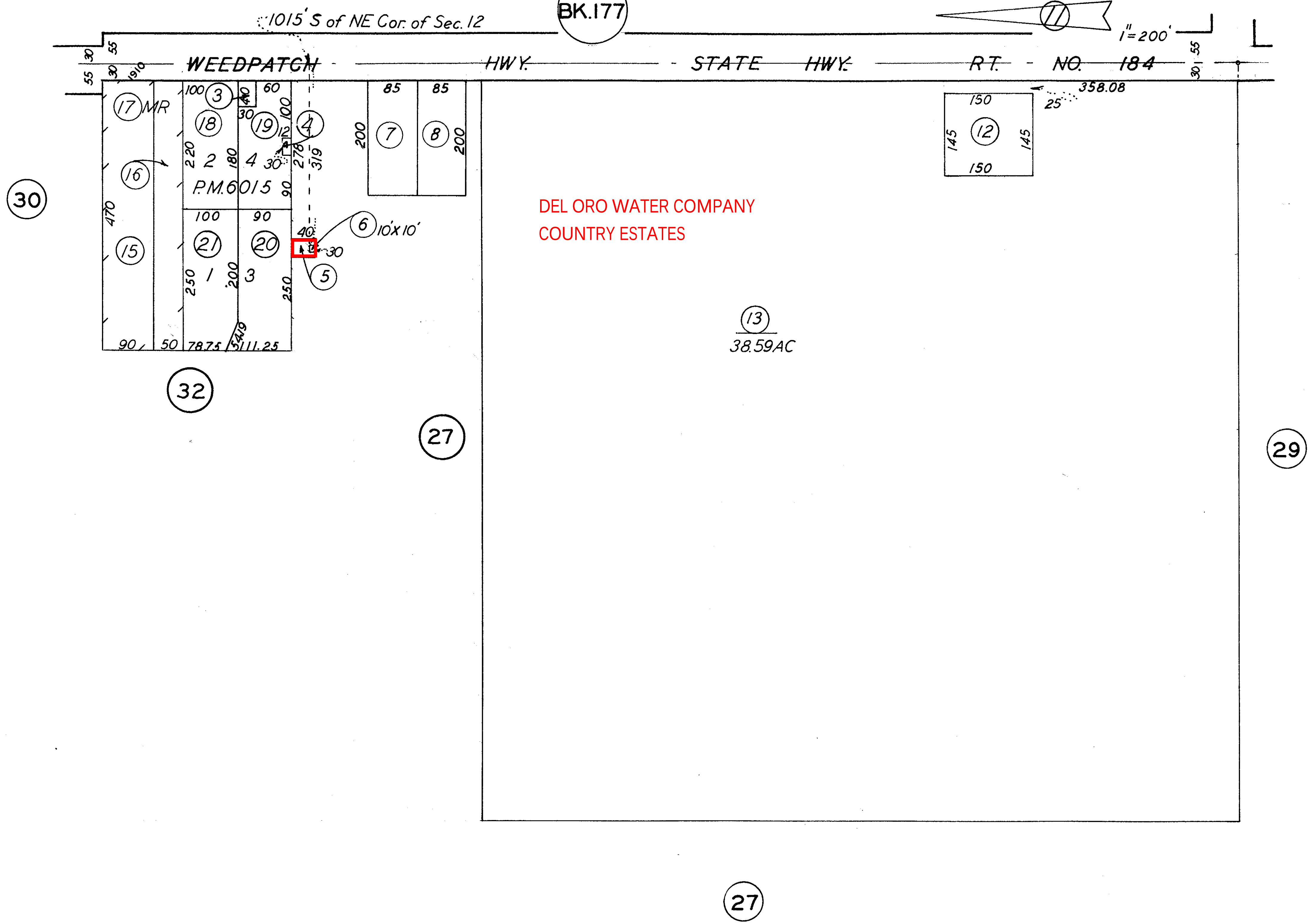
Wells	Property (APN)	System Facilities
Well 1 - active	177-181-12-00-4	2 - 10,000 gallon storage tanks
		2 - booster pumps
		Hydropneumatic tank
		Well pump and motor

Victory Mutual Water Compay - Water System CA1500231

Wells	Property (APN)	System Facilities
Well 1 - Marion	173-101-01-00-0	2 - TCP treatment vessels
Well 2 - Shirley		2 - Hydropneumatic tanks
		2 - Well pumps and motors
		Water meters at all connections

PTN. OF NE1/4 SEC AGENDA 30 S.R.28 E.

SCHOOL DIST. 68-38
68-12



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

ASSESSORS MAP NO. 173-28

COUNTY OF KERN

TRACT 1096

AGENDA

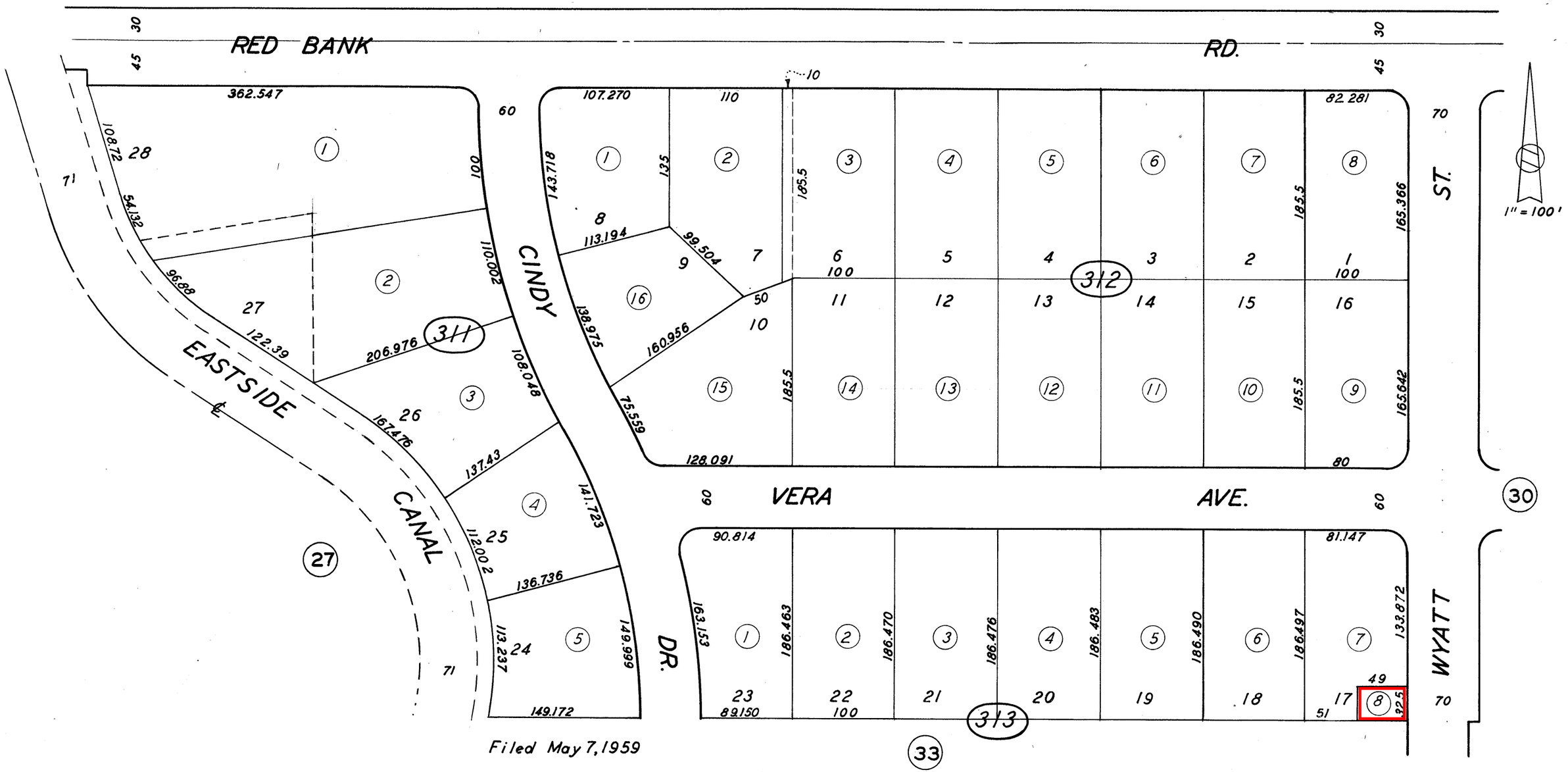
SCHOOL DIST. 68-12

173-31

PTN OF N1/2 OF NW1/4 OF NE1/4 OF SEC. 12 T.30S. R.28E.

08

DEL ORO WATER COMPANY
COUNTRY ESTATES



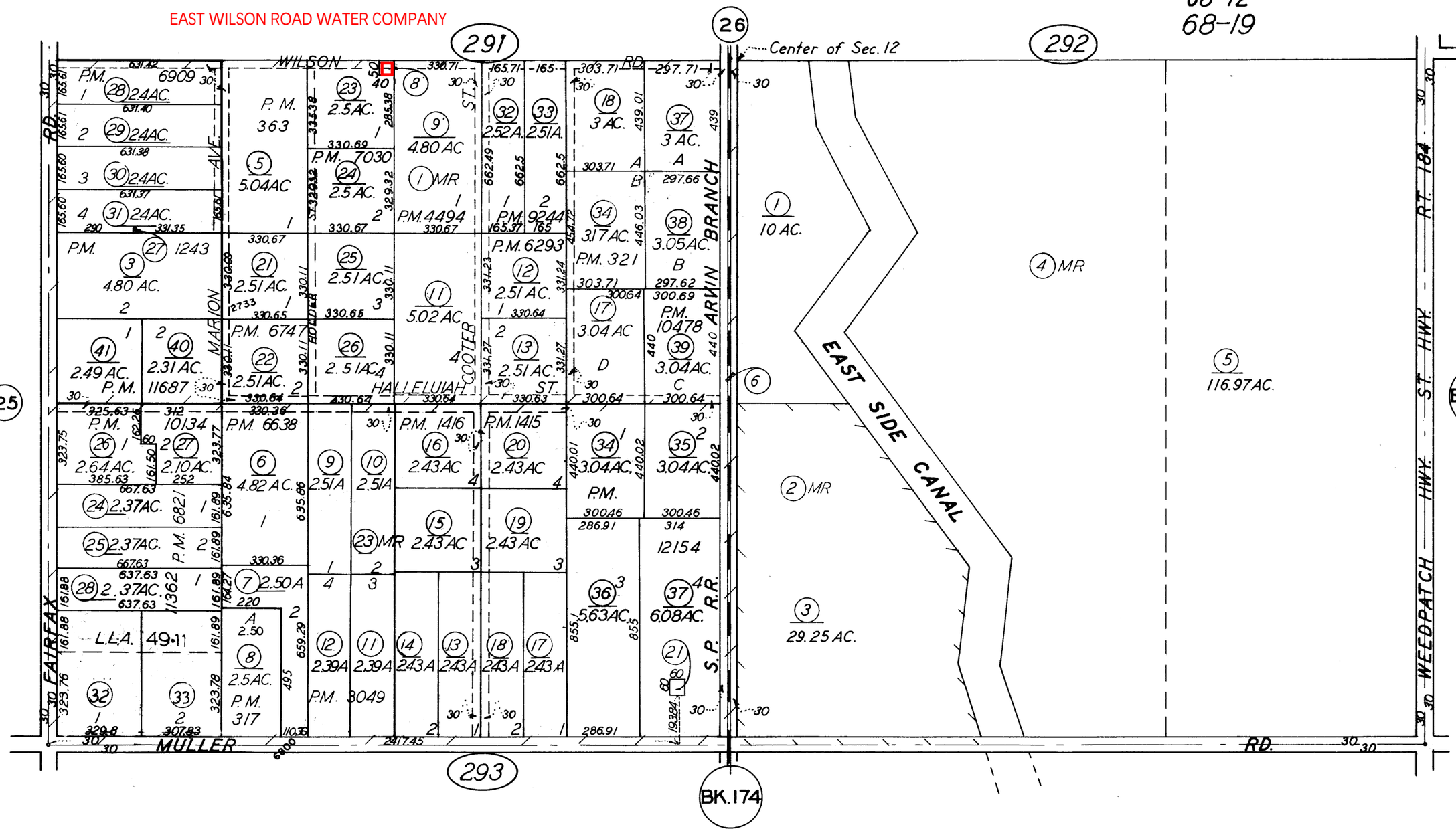
Filed May 7, 1959

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

ASSESSORS MAP NO. 173-31

COUNTY OF KERN

EAST WILSON ROAD WATER COMPANY



Revised: 09/12/2017

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

ASSESSORS MAP NO. 173-29
COUNTY OF KERN

177—34

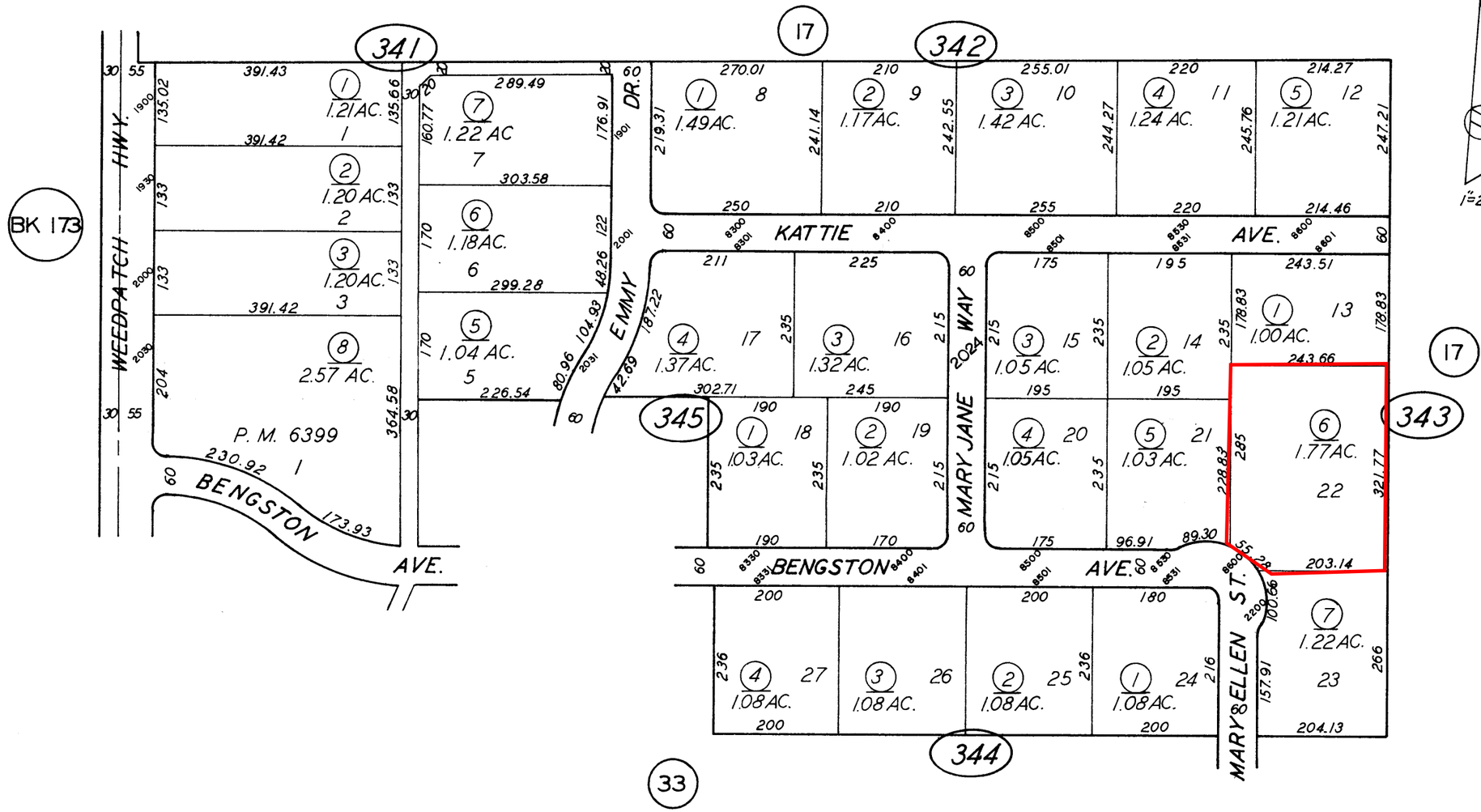
TRACT 4 B
PTN. NW1/4 OF SEC. 7 T.30S. R.29E.

AGENDA

SCHOOL DIST. 68—24

177—34

SAN JOAQUIN ESTATES MUTUAL WATER COMPANY



Filed: July 10, 1981

Revised 8/27/2014

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

ASSESSORS MAP NO. 177—34

COUNTY OF KERN

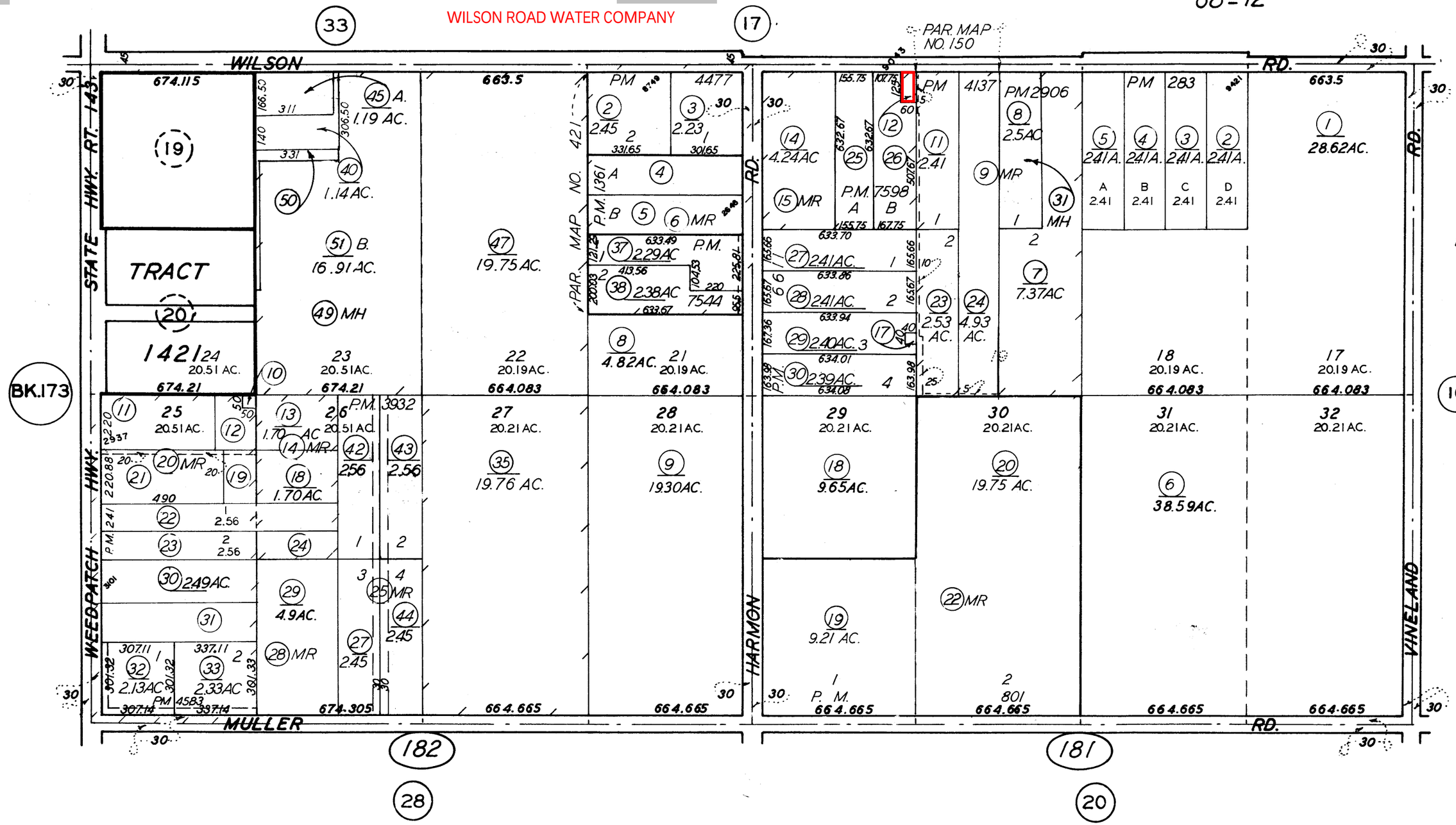
KERR[illegible] TRACT NO. 1

AGENDA

WILSON ROAD WATER COMPANY

SCHOOL DIST. 66-3
68-12

177 - 18



Revised: 03/25/2015

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

ASSESSORS MAP NO. 177 - 18
COUNTY OF KERN

PTN. OF SW1/4 T.30S.R.28E.

AGENDA

SCHOOL DIST. 68-2

173-10

VICTORY MUTUAL WATER COMPANY

1"=100'

SAMMONS AVE.

MAYFAIR CT.

REDBANK RD.

09

26

15

14

12

Ptn. Lot 1 Tract 1194

SW Cor. of Sec. 1

Revised: Jul. 25, 2006

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

ASSESSORS MAP NO. 173-10

COUNTY OF KERN

AGENDA

KERN COUNTY / Auditor Controller

Aimee X. Espinoza
AUDITOR-CONTROLLER-COUNTY CLERK

August 31, 2026

Kern County Administrative Office
1115 Truxtun Ave., 5th Floor
Bakersfield, CA 93301

Re: East Niles Community Service District Annex No. 44 / Proceeding No. 1878

In accordance with Section 99 of the Revenue and Taxation Code, a jurisdictional change is being processed that affects the above-mentioned service area. To our knowledge, there is no exchange of property tax revenue from this annexation.

If you have any questions, please feel free to contact me at (661) 868-3515.

Sincerely,
Aimee X. Espinoza
Auditor-Controller-County Clerk

By _____

Corina Camarillo
Property Tax Division

AGENDA

KERN COUNTY / ASSESSOR RECORDER

Laura Avila
Kern County Assessor-Recorder

Memorandum

TO: Aimee X. Espinoza
Auditor-Controller-County Clerk
Attention: Janelle Austin

Date: August 25, 2026

FROM: Laura Avila, Kern County Assessor-Recorder
by: Yesenia Sifuentes , GIS Tech II

SUBJECT: Jurisdictional Changes
RE: East Niles Community Services District
Annexation No. 44

Here is a copy of our report to LAFCO RE: Proceeding No. 1878 together with a report to you showing the breakdown of both Secured & Unsecured AV per TRA . Also included & itemized, are any Exemption Values, if applicable.

Values are Gross, unless noted.

If you require any additional information, please let us know.

AGENDA

PROCEEDING No. 1878 Date: August 25, 2026

In the matter of: East Niles Community Services District
Annexation No. 44

Total Assessed Value for Annexation
Before Exemptions: $89,832,936

Breakdown of Value per TRA:

TRA	Secured AV	Unsecured AV	Subv Exmpt AV	NonSubv Exmpt AV
001-089	$0	$0	$0	$0
001-758	$0	$0	$0	$0
056-005	$557,132.00	$0	$0	$0
066-032	$4,728,466.00	$0	$35,000	$0
068-002	$2,437,371.00	$9,800	$441,000	$730,652
068-007	$7,140,449.00	$0	$133,000	$0
068-012	$238,409.00	$0	$0	$0
068-018	$12,954,970.00	$0	$49,000	$0
068-024	$16,158,118.00	$10,283	$203,000	$0
068-065	$15,821,211.00	$0	$210,000	$0
068-066	$7,840,427.00	$0	$84,000	$0

ROLL	TOTAL_VALUE
1	89812853
3	0
4	20083
6	0

SECD	89812853
UNSECD	20083
TOTAL	89832936

AGENDA

REPORT OF KERN COUNTY ASSESSOR

Jon Lifquist, Assessor-Recorder

Kern Local Agency Formation Commission
5300 Lennox Ave. Suite 303
Bakersfield, CA 93309
661-716-1076
www.co.kern.ca.us/lafco/

Proceeding No. 1878
In the Matter of: East Niles Community Services District
Annexation No. 44

Date: 8/25/2026
By: Yesenia Sifuentes
GIS Tech II

1. The number of assessment parcels within subject territory is: 429
2. Subject territory is within the following Tax Rate Area(s): Please see TRA tab
3. Assessed valuation: (**Attach Sheet** Breakdown) Secured: $ 89,812,853 Unsecured: $ 20,083
4. Do the subject territory boundaries correspond with lines of ownership in the last equalized assessment roll? ☑ YES ☐ NO
   a. List APN of non-corresponding parcels:
5. Do the subject territory boundaries correspond with lines of ownership in the current assessment roll being prepared? ☐ YES ☑ NO
   a. List APN of non-corresponding parcels: 173-250-16
6. Do the subject territory boundaries correspond with Tax Rate Area boundaries? ☑ YES ☐ NO
   a. List APN of non-corresponding TRA's:
7. Identify all incorporated cities who's city limit boundary is within three (3) miles of subject territory: (If none, please enter word "NONE") City of Bakersfield
8. Please **ATTACH SHEET** identifying all local *agencies* within, or partially within, the boundaries of the subject territory. (Including cities, special districts, school districts and county service areas)
9. Please **ATTACH SHEET** identifying the *parcels within* the subject territory:
   Include: Assessee name, billing name, APN, ATN, TRA, roll type, assessed values and exemptions
10. Please **ATTACH SHEET** identifying the surface *owners within* the subject territory:
    Include: Assessee name, billing name, and billing address
11. Please **ATTACH SHEET** identifying property *owners outside* the subject territory, within 300 feet:
    Include: Assessee name, billing name, and billing address
12. Additional requested information:

13. Please provide comments or recommendations:
    None

KERN COUNTY / Administrative Office

Nancy Anderson
COUNTY ADMINISTRATIVE OFFICER

August 31, 2026

Blair Knox
Executive Officer
Kern County Local Agency Formation Commission
5300 Lennox Ave, Suite 303
Bakersfield, CA 93309

JURISDICTIONAL CHANGE FOR EAST NILES COMMUNITY SERVICES DISTRICT, ANNEXATION NO. 44, LAFCO PROCEEDING NO. 1878

A jurisdictional change for the East Niles Community Services District has been filed with the Local Agency Formation Commission and is assigned LAFCo Proceeding No. 1878. It has been determined that there will be no transfer of service responsibilities with any other local agencies currently serving the area involved and accordingly that there should be no exchange of property tax revenues.

Therefore, please find attached Resolution No. 2011-119 adopted by the Kern County Board of Supervisors on May 10, 2011. If you have any questions, please feel free to contact me at (661) 868-3159.

Sincerely,

Thomas Brown
Chief Legislative & Intergovernmental Affairs Officer
Kern County Administrative Office

cc: Auditor-Controller-County Clerk

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF KERN, STATE OF CALIFORNIA

In the matter of: **Resolution No. 2011-119**

EXCHANGE OF PROPERTY TAX REVENUES
UPON LOCAL AGENCY JURISDICTIONAL CHANGE
FOR SPECIAL DISTRICTS WITHOUT TRANSFER OF
SERVICE RESPONSIBILITIES

I, KATHLEEN KRAUSE, Clerk of the Board of Supervisors of the County of Kern, State of California, do hereby certify that the following resolution, proposed by Supervisor Watson, seconded by Supervisor McQuiston, was duly passed and adopted by said Board of Supervisors at an official meeting hereof this 10th day of May, 2011, by the following vote, to wit

AYES: **McQuiston, Scrivner, Maggard, Watson, Goh**

NOES: **None**

ABSENT: **None**

BOARD OF SUPERVISORS KERN COUNTY, CA

KATHLEEN KRAUSE
Clerk of the Board of Supervisors
County of Kern, State of California
Karen L Wiens
Deputy Clerk

RESOLUTION

Section 1. WHEREAS:

(a) Pursuant to Revenue and Taxation Code Section 99, the Kern County Local Agency Formation Commission is required to submit a Notice of Filing of LAFCO Proceeding for local agency jurisdictional changes for special districts and the Kern County Auditor-Controller-County Clerk, is required to notify the governing bodies of the local agencies involved in the area of the proposed annexation by letter, and

(b) The aforesaid Section 99 provides that in the event a jurisdictional change would affect the service area or service responsibility of one or more special districts, the board of supervisors of the county or counties in which the districts are located shall negotiate any exchange of property tax revenues on their behalf; and

(c) The County Administrative Officer, representing the Board of Supervisors, has examined the Notice of Filings and the Kern County Auditor-Controller's letter regarding the jurisdictional changes for the special districts and has found that there will be no transfer of service responsibilities with any other local agencies currently serving the area involved and accordingly that there should be no exchange of property tax revenues;

Section 2. NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Kern, State of California, as follows:

1. When a determination is made by the County Administrative Officer on behalf of the Kern County Board of Supervisors that that there will be no transfer of service responsibilities with any other local agencies currently serving the area involved and accordingly that there should be no exchange of property tax revenues; then

2. The County Administrative Officer on behalf of the Board of Supervisors is directed to inform the Kern County Local Agency Formation Commission and the Kern County Auditor-Controller of the aforesaid determination by transmittal to them of a copy of this resolution.

COPIES FURNISHED:
See above
5/12/2011 KW

East Niles Community Services District
Annexation No. 44

NAME & ADDRESS INSIDE SUBJECT TERRITORY

ASSE_NAME	IN_CARE_OF	ADDR_BILL2
1623 FAIRFAX LLC		BAKERSFIELD CA 93307
ABARCA JUAN URIOSTEGUI & FLOR ALICIA		BAKERSFIELD CA 93307
ABUNDIZ MIGUEL & GUADALUPE		BAKERSFIELD CA 93307
ACEVES FAMILY TRUST	ACEVES ALFONSO A TTEE	BAKERSFIELD CA 93307
ACUNA DANIEL SALAZAR & SHEPHERD HELEN JOANN		BAKERSFIELD CA 93307
ACUNA JAVIER & JANET		BAKERSFIELD CA 93307-9793
ADAME MIGUEL A		BAKERSFIELD CA 93307-2825
ADVANCE GROWTH FAM TRUST	SALGADO JOSEPH ISMAEL TTEE	BAKERSFIELD CA 93307
AGAPITO MANUEL MORA & COLIN MARICELA GUZMAN		BAKERSFIELD CA 93307
AGUILAR ESAU LOPEZ & CARILLO ALEJANDRA T		BAKERSFIELD CA 93307
ALAMILLA ELOY BARCENAS		BAKERSFIELD CA 93307
ALANIZ MARIA E		BAKERSFIELD CA 93307
ALANIZ MARTIN M & MARIA E		BAKERSFIELD CA 93307-8934
ALAWDI ABDULLATIF TAHER & AHMED GHALIYAH		BAKERSFIELD CA 93306-4322
ALBERTO HECTOR & MARIA G RAMIREZ DE		BAKERSFIELD CA 93307-3119
ALBITRE JAMES R & TERRI		BAKERSFIELD CA 93307
ALGHARAZI ABDO M		BAKERSFIELD CA 93307-3218
ALGHARAZI ABDO M & QURINAH EMAN M A		BAKERSFIELD CA 93307-3112
ALGHARAZI ABDO MUSAID		BAKERSFIELD CA 93307
ALGHARAZI ABDO MUSAID		BAKERSFIELD CA 93307-3112
ALGHARAZI ABDO MUSAID		BAKERSFIELD CA 93307-3128
ALGHARAZI HBAB ABDO		BAKERSFIELD CA 93307
ALGHARAZL ABDO MUSALD		BAKERSFIELD CA 93307-3112
ALLISON RD GRANTOR 7 6 2010 TRUST	KLEIN CHERYL DENISE TRS	BAKERSFIELD CA 93307
ALVARADO GUADALUPE		BAKERSFIELD CA 93307
ALVAREZ JOSE & CARMEN LIVING TRUST	ALVAREZ JOSE & CARMEN TRUSTEE	BAKERSFIELD CA 93307-8121
ALVAREZ KINMBERLY MARNAY		BAKERSFIELD CA 93307
ALVAREZ SALVADOR M & ESTELA		BAKERSFIELD CA 93307

AMARAL LISA MARIE		BAKERSFIELD CA 93305
APODACA IVAN		BAKERSFIELD CA 93307
ARAIZA RICARDO		BAKERSFIELD CA 93307-3125
ARELLANO MIGUEL ANGEL & ESTHER		BAKERSFIELD CA 93307
ARELLANO ROGELIO JR		BAKERSFIELD CA 93307-9358
ARELLANO ROGELIO SR		BAKERSFIELD CA 93307-9358
ARIAS FABIOLA & ESTEBAN		BAKERSFIELD CA 93307
ARIAS GIOVANNI ORTEGA		BAKERSFIELD CA 93307
ARMSTRONG FAMILY TRUST	ARMSTRONG JERRY & SALLY TRS	BAKERSFIELD CA 93307
ARMSTRONG FAMILY TRUST	ARMSTRONG JERRY DALE & SALLY ANN TRS	BAKERSFIELD CA 93307
ARMSTRONG FAMILY TRUST	ARMSTRONG JERRY DALE & SALLY ANN TRUSTEE	BAKERSFIELD CA 93307-9700
ARRAYET RAYMOND		BAKERSFIELD CA 93384-1833
ARRINGTON RAYMOND ALLEN & BARBARA		BAKERSFIELD CA 93307
AVGG INVS LLC		SALINAS CA 93906-5212
AVILA J NIEVES		BAKERSFIELD CA 93307
AYALA EDUARDO ALFONSO		BAKERSFIELD CA 93307-3204
AYALA HERMINIA		BAKERSFIELD CA 93307-9383
AYERS ARVEL T & CYNTHIA A		BAKERSFIELD CA 93307
AYERS GARY & LISA TRUST	AYERS GARY L & LISA L TTEE	BAKERSFIELD CA 93312-5993
BALZER KENNETH L & SANDRA J 2014 REV TRUST		BAKERSFIELD CA 93307-8938
BARAJAS MARTHA L REVOCABLE TRUST	BARAJAS MARTHA L TTEE	FULLERTON CA 92832
BARRAGAN CERNA BARRAGAN FAM TR		BAKERSFIELD CA 93307-8905
BARRERA SERGIO & ELIZABETH		BAKERSFIELD CA 93307
BARRERA SERGIO & ELIZABETH	BARRERA ELIZABETH	BAKERSFIELD CA 93307
BARTLEY BOB G & SHIRLEY L	BARTLEY CLIFFORD EXECUTOR	BAKERSFIELD CA 93307-8933
BECK RUTH		BURBANK CA 91505-2344
BELLUOMINI P&E FAMILY TRUST	BELLUOMINI PETER J & ELIZABETH C TRUSTEE	BAKERSFIELD CA 93307-9513
BERN FAMILY LIVING TRUST		NORTH HOLLYWOOD CA 91606-2920
BERNAL JAVIER O JR & VICKI		BAKERSFIELD CA 93307
BLIZZARD RONALD E & SUSAN M		BAKERSFIELD CA 93307-3116
BOWEN JERALD B & PATSY L REV TR	BOWEN JERALD B & PATSY L TRS	BAKERSFIELD CA 93307
BRAMLETTE RICHARD D & DARLA L		BAKERSFIELD CA 93309-4223
BRAVO RUBEN BRAVO & MA ANITA GUITIERREZ		BAKERSFIELD CA 93307-9795
BRLEY PAUL W JR & DEBBIE C		BAKERSFIELD CA 93307

BURNS JAMES ALEXANDER JR	SHADOW JAMES EXE	BAKERSFIELD CA 93307
BUSHNELL ANN REV TRUST	GAMBOA JULIO TTEE	SAN MARTIN CA 95046
CALDERON ELISEO REV LIVING TRUST	CALDERON ELISEO	BAKERSFIELD CA 93307
CAMACHO FEDERICO		BAKERSFIELD CA 93307-9495
CANALES BRENDA NATALY		BAKERSFIELD CA 93307-3125
CAPITAL AG INC		BAKERSFIELD CA 93386
CARDENAS CECILO & ALMA R		BAKERSFIELD CA 93307
CARDONA FRANCISCO J S & ROBLES ESMERALDA C		BAKERSFIELD CA 93306
CARRANZA JOSE A		BAKERSFIELD CA 93307-3146
CARRENO ENRIQUE DOMINGUEZ		BAKERSFIELD CA 93307
CARRENO ENRIQUE DOMINGUEZ		BAKERSFIELD CA 93307-3174
CARRILLO ANJELA J		BAKERSFIELD CA 93306
CARRIZOZA RAMONA G		BAKERSFIELD CA 93307-3125
CASTANEDA ALICIA & EDUARDO		BAKERSFIELD CA 93307
CASTANEDA JOSE DIMAS		BAKERSFIELD CA 93307
CASTELLANOS MARTHA VERONICA		BAKERSFIELD CA 93307
CASTILLO CARMEN		BAKERSFIELD CA 93307
CASTILLO FRANCISCO JAVIER SOLIS		BAKERSFIELD CA 93307
CASTILLO SANTIAGO		BAKERSFIELD CA 93307
CASTLEBERRY RAY M & HOLLY P		BAKERSFIELD CA 93307
CASTRO GELACIO & OLIVIA		BAKERSFIELD CA 93307
CASTRO PABLO		BAKERSFIELD CA 93307-3126
CASTRO TRUST	CASTRO DANIEL & GRACIELA TTEE	BAKERSFIELD CA 93307-9793
CERDA BRAYAN FLORES		BAKERSFIELD CA 93307
CERVANTES LUIS FERNANDO		BAKERSFIELD CA 93307
CHAPMAN DAVID		BAKERSFIELD CA 93307
CHAVEZ JESUS		BAKERSFIELD CA 93307
CHAVOLIA MIGUEL A C & CAZARES NEISY		BAKERSFIELD CA 93307
CHAVOLLA ARTURO A		BAKERSFIELD CA 93307
CHIQUITO JOSE E		BAKERSFIELD CA 93307-3225
CISNEROS EFREN EDGAR		BAKERSFIELD CA 93307
CLEVELAND JESSE & MARILYN		BAKERSFIELD CA 93307
CLEVELAND JESSE JR & MARILYN		BAKERSFIELD CA 93307
CLEVELAND JESSE JR & MARILYN M		BAKERSFIELD CA 93307

COCHRAN FAMILY TRUST	COCHRAN DUANE M & CHERRIE LYNN TRS	KEENE CA 93531
COCKREN SHARON R	KIRKLAND LILA D	BAKERSFIELD CA 93307
COLUNGA ESTEBAN & KRISTA		BAKERSFIELD CA 93307-3206
CORNEJO MARIA I		BAKERSFIELD CA 93307-3132
CORONA ANGELICA M TELLEZ		BAKERSFIELD CA 93307
CORONA ROBERTO P & ROSA SOLORZANO		BAKERSFIELD CA 93307
CORTEZ ISAI		LINCOLN CA 95648
CORTEZ JAVIER		BAKERSFIELD CA 93307-3203
DARNELL LARRY D & KATHERINE L		BAKERSFIELD CA 93309-6224
DE ANDA REVOCABLE LIVING TRUST	DE ANDA JUAN & RENOMIA VONELL TTEE	BAKERSFIELD CA 93307
DE LEON CRISTINO & LUPE		BAKERSFIELD CA 93307
DE LEON FAMILY TRUST	DE LEON LUPE TRUSTEE	BAKERSFIELD CA 93307-3236
DEAN S S		
DEL ORO WATER CO INC		CHICO CA 95926-4429
DERRY DANIEL EUGENE & DEBORAH MARIE		BAKERSFIELD CA 93307-3208
DEVILBISS FRANKIE D & JUNIOR		BAKERSFIELD CA 93308
DIAZ MARIA GUADALUPE		ARVIN CA 93203
DOMINGUEZ FAMILY REVOCABLE LIVING TRUST	DOMINGUEZ ADAN & MARIA GUADALUPE TTEES	COMPTON CA 90220
DOMINGUEZ GLENDA MARISOL		BAKERSFIELD CA 93307-3223
DURHAM DAVID		BAKERSFIELD CA 93307
EHOFF FAMILY TRUST	EHOFF ROBERT MICHAEL & LORETTA LYNN TRS	BAKERSFIELD CA 93307
EQUIHUA AMELIA		BAKERSFIELD CA 93307-3173
EQUIHUA EDUARDO		BAKERSFIELD CA 93307-3173
EQUIHUA JUAN & ROSEMARY P		BAKERSFIELD CA 93307
EQUIHUA JUAN JR		BAKERSFIELD CA 93307
ESPINOZA MIGUEL DIAZ		BAKERSFIELD CA 93307
FAIRFAX SOUTHERN BAPTIST CHURCH		BAKERSFIELD CA 93307
FALCON JESUS ANTONIO JUAREZ		BAKERSFIELD CA 93304
FARIAS GUILLERMO A		BAKERSFIELD CA 93307
FELIX MARCO ANTONIO & MAYRA		BAKERSFIELD CA 93307-9516
FERNANDEZ DAISY		BAKERSFIELD CA 93306-6037
FERNANDEZ RAFAEL & IRMA		BAKERSFIELD CA 93307
FIELDS IVA DEAN		BAKERSFIELD CA 93307-9794
FLESNER LARRY D		BAKERSFIELD CA 93307-3209

FLORES GREG		BAKERSFIELD CA 93307-8934
FONSECA JORGE		BAKERSFIELD CA 93307-8120
FONSECA MARIA G		BAKERSFIELD CA 93307
FOROUZANFAR ALI & JAFARI MARY		BAKERSFIELD CA 93311
FREGOSO LIV TR	FREGOSO ALBERTO TRS	FREDERICKSBURG VA 22405-2893
FUERTE ROBYN		BAKERSFIELD CA 93307
FURR DALE L & GUADALUPE		BAKERSFIELD CA 93307-3138
GADDIE FAM TR	GADDIE ELAINE D TRS	BAKERSFIELD CA 93307
GALVAN BERMEJO JOSE HEDEN & URBANO YULIANA		BAKERSFIELD CA 93307
GAMINO VICKIE	GARCIA AMBER	TAFT CA 93268
GAONA MARCO A		GRANADA HILLS CA 91344-4405
GARDNER FAMILY TRUST	GARDNER MARK WAYNE & KAREN LOUISE TRS	BAKERSFIELD CA 93307
GERBER STEVEN DANIEL & LECA DAWNELL		BAKERSFIELD CA 93307-9658
GHARAZI ABDO AL		BAKERSFIELD CA 93307
GOLDSMITH JULIE MARILYN REVOCABLE TRUST	GOLDSMITH JULIE MARILYN TRS	BAKERSFIELD CA 93307-9793
GOMEZ BEATRIZ		BAKERSFIELD CA 93307-2825
GOMEZ ELISEO QUINTERO & HERNANDEZ NOR E		BAKERSFIELD CA 93307-3208
GOMEZ FERNANDO		BAKERSFIELD CA 93307-3134
GOMEZ GILBERTO M R & SANCHEZ GUADALUPE DELA		BAKERSFIELD CA 93307-3124
GONZALEZ CIRILO		BAKERSFIELD CA 93307-3146
GONZALEZ FLOR I H & CHINCHILLA DENIS PASCUAL		BAKERSFIELD CA 93307
GONZALEZ GLORIA		BAKERSFIELD CA 93307-9358
GONZALEZ GUERRERO LUIS & MADERA SONIA		BAKERSFIELD CA 93307
GONZALEZ ISABEL		BAKERSFIELD CA 93309
GONZALEZ JESUS & TERESA		BAKERSFIELD CA 93307-3223
GONZALEZ JOSE CASTELLANOS & ALEJANDRINA		BAKERSFIELD CA 93307
GONZALEZ MARTIR R & MARY A		BAKERSFIELD CA 93307-9377
GONZALEZ MOISES M		BAKERSFIELD CA 93307-3226
GONZALEZ RAMON & MONICA		LOS ANGELES CA 90016
GONZALEZ ROBERTO PEREZ & CRUZ MIRNA JASMIN R		BAKERSFIELD CA 93307
GONZALEZ ROGELIO JR		BAKERSFIELD CA 93307
GONZALEZ TERESA		BAKERSFIELD CA 93307-3229
GOODMAN JOHN H		GLENDALE CA 91205
GUEVARA LUIS VARGAS TRUST	GUEVARA LUIS MANUEL VARGAS TTEE	BAKERSFIELD CA 93307

GUILLEN JOSE RUPERTO CARRILLO		BAKERSFIELD CA 93307-3125
GUTIERREZ DANIEL		BAKERSFIELD CA 93307-8936
GUTIERREZ JOE M JR		BAKERSFIELD CA 93307-9375
GUTIERREZ MARGARITA C		BAKERSFIELD CA 93307-3220
HAMMONS KENNETH D & CHRISTINE		BAKERSFIELD CA 93307
HARO JOHN GONZALES		BAKERSFIELD CA 93307-9798
HARRISON JAMES EDWARD & EMMA L		BAKERSFIELD CA 93307-3127
HERNANDEZ FRANCISCO J & REYNA		BAKERSFIELD CA 93307
HERNANDEZ J J & ALVAREZ ADRIANA		BAKERSFIELD CA 93307
HERNANDEZ JESUS CONTRERAS & ADRIANA ALVAREZ		BAKERSFIELD CA 93307
HERNANDEZ LUIS		BAKERSFIELD CA 93307-3124
HERNANDEZ MATEO & MARIA E		BAKERSFIELD CA 93307
HERNANDEZ RUBEN J		BAKERSFIELD CA 93307-3210
HERNANDEZ UVER		PERRIS CA 92570-7910
HERRERA ANTONIO		BAKERSFIELD CA 93307-3170
HOLDER BRYANT E & CHRISTIE L		BAKERSFIELD CA 93307
HOLDER STELLA L		BAKERSFIELD CA 93307
HORN CLARENCE G & ETHEL MARIE		BAKERSFIELD CA 93307
HOWARD GARY DANIEL		BAKERSFIELD CA 93307
HUANTE JORGE S & MARIA L REVOCABLE LIVING TR	HUANTE JORGE S & MARIA L TTEES	BAKERSFIELD CA 93307
HUIZAR ELISEO H		BAKERSFIELD CA 93307
IGLESIA APOSTOLICA VIDA FAMILIAR INC		BAKERSFIELD CA 93307
INIGUEZ JESUS & MARIA		BAKERSFIELD CA 93314
ISLAS LIBRADO R & MARIA G		BAKERSFIELD CA 93307
ISLAS MARIA		BAKERSFIELD CA 93307-3135
IZARRARAZ CLAUDIA		BAKERSFIELD CA 93307
J & B VARGAS INVS INC		BAKERSFIELD CA 93313
JACKSON HERMAN LEE & MARY TRUAX		BAKERSFIELD CA 93307-9518
JAN ARTHUR JR		HUNTINGTN BCH CA 92647
JARA ISIDRO		BAKERSFIELD CA 93307
JIMENEZ URIEL ISMAEL		BAKERSFIELD CA 93307-8112
JL ABRAMOVITZ INC		BAKERSFIELD CA 93389-3057
JOHNSON JOHN ALLISON SR		BAKERSFIELD CA 93307
KASPAR DANIEL M & LAURA E		BAKERSFIELD CA 93307

KEITH ROBERT R & DENISE Y		BAKERSFIELD CA 93307
KNOX JEFFREY B		BAKERSFIELD CA 93308
KNOX JEFFREY B	KNOX JEFFREY TRS	LAKE BALBOA CA 91406
LA JOIE STACY		BAKERSFIELD CA 93301-2339
LANGSTON CALVIN E & KATHLEEN J		BAKERSFIELD CA 93307
LARA MIGUEL A & VALDENEGRO JUANA B		BAKERSFIELD CA 93307
LEAK JAMES		BAKERSFIELD CA 93307-8708
LEE DAVID HONG		BAKERSFIELD CA 93307
LEGORRETA JOSE A & LAURA		BAKERSFIELD CA 93307
LEPEZ FAMILY TRUST	LEPEZ OMAR TRUSTEE	TEHACHAPI CA 93561
LESTER ROBBY J		BAKERSFIELD CA 93307
LINDSEY HAROLD ET AL	C/O WILSON ROAD WATER CO	BAKERSFIELD CA 93314-4224
LOBATOS PAULINO		BAKERSFIELD CA 93307-3214
LOONEY CLYDE P & NANCY D		BAKERSFIELD CA 93307
LOPEZ ANGEL		BAKERSFIELD CA 93307
LOPEZ JORGE		BAKERSFIELD CA 93307
LUEVANOS SANTIAGO JR & MARIA SANCHEZ		BAKERSFIELD CA 93307
LUGO JOSE L		BAKERSFIELD CA 93307
LUJAN DONNA		BAKERSFIELD CA 93307
M&C VARGAS FAMILY TRUST	VARGAS MANUEL E & CHRISTINE L TRUSTEES	BAKERSFIELD CA 93307-8923
MAC IVER ILLYA IAN		BAKERSFIELD CA 93307
MAGANA J ROSARIO ALCARAZ & ALCARAZ CARINA		BAKERSFIELD CA 93307-9793
MAGANA JESUS F & JUANA MENDOZA DE		BAKERSFIELD CA 93307-3143
MALDONADO TRINIDAD		BAKERSFIELD CA 93307-3102
MALDONADO ZACARIAS & FELIPA		BAKERSFIELD CA 93307-3124
MANKU SATPAL SINGH		BAKERSFIELD CA 93313-9789
MARCO PROPERTIES INVESTMENTS LLC		BAKERSFIELD CA 93307
MARES LEANDRO ELIAS		BAKERSFIELD CA 93307
MARQUEZ ANIVAL C		BAKERSFIELD CA 93307
MARQUEZ ENRIQUE JR		BAKERSFIELD CA 93314-9090
MARQUEZ FRANCISCO JAVIER & GARCIA VANESSA		BAKERSFIELD CA 93307
MARSH PATSY R		BAKERSFIELD CA 93307
MARTINEZ EGINIO		BAKERSFIELD CA 93307
MARTINEZ ISAIAH		BAKERSFIELD CA 93307

MARTINEZ LUIS M & ALEXIS R		BAKERSFIELD CA 93307
MC DONALD ANNA FAY TRUST		BAKERSFIELD CA 93307
MEDINA FELIX GUSTAVO		BAKERSFIELD CA 93307
MEDRANO EDGAR		BAKERSFIELD CA 93307
MEDRANO JAVIER T		SANTA ANA CA 92703-2519
MEJIA PABLO TIMOTEO G & GONZALES ADELAIDA T		BAKERSFIELD CA 93307
MELGOZA JESUS BELMONTES & VASQUEZ MARIA G		BAKERSFIELD CA 93307
MENDEZ JOHNNY G & GLORIA A		BAKERSFIELD CA 93307
MENDOZA ANDRES		BAKERSFIELD CA 93307
MENDOZA JOE		BAKERSFIELD CA 93307-8928
MEZA & VIZCAINO FAMILY LIVING TRUST	MEZA DANIEL & VIZCAINO OROZCO BEATRIZ TT	LOS ANGELES CA 90038-1661
MIRANDA FAMILY TRUST	SOTO HONORIO MIRANDA & DE MIRANDA M V TT	BAKERSFIELD CA 93307
MIRANDA HECTOR AYALA		BAKERSFIELD CA 93307
MONTANO IGNACIO JR		BAKERSFIELD CA 93307-9609
MORA BASILIO & MARIA		BAKERSFIELD CA 93307-3143
MORALES JUAN A		BAKERSFIELD CA 93307-8929
MORENO ANTONIO		BAKERSFIELD CA 93307-9381
MORENO BLANCA GARCIA TRUST	MORENO BLANCA GARCIA TTEE	BAKERSFIELD CA 93307
MORENO FERNANDO & GALLARDO BRISA		BAKERSFIELD CA 93307
MORENO JUAN M		BAKERSFIELD CA 93307
MORRIS J R & CORA W		BAKERSFIELD CA 93307
MORROW ROSCOE ENRIQUE & ANTONIETA		BAKERSFIELD CA 93307
MURPHY PATRIC H & VENUS		BAKERSFIELD CA 93307-9374
NAJERA LUIS A V & VARGAS MIRIAM M		BAKERSFIELD CA 93307-3205
NAVARRO ALEX & QUINTERO ITZEL MAGALLANES		BAKERSFIELD CA 93307
NAVARRO OLAF		BAKERSFIELD CA 93307
NEIRA ROSALBA		BAKERSFIELD CA 93307
NIETO EMERANCIANO		BAKERSFIELD CA 93305
NUNEZ ROBERTO MORENO		BAKERSFIELD CA 93307
OCHOA ALEJANDRO MORENO & MORENO ALICIA		BAKERSFIELD CA 93307
OGLESBY DENNY W & KRISTEN	CORELOGIC REAL ESTATE	BAKERSFIELD CA 93307-3212
OLINGER SCOTT & EILEEN M		BAKERSFIELD CA 93307
OLIVER JASON & BRANDY N		BAKERSFIELD CA 93307-9506
OLVERA FELIPE NIETO & NIETO MARIA DE LA LUZ		BAKERSFIELD CA 93307

ORDWAY LARRY E SR & HELEN E		BAKERSFIELD CA 93307
ORTEGA ISABEL		LOS ANGELES CA 90063
PADILLA ROBERTO & ROSARIO		BAKERSFIELD CA 93307
PADILLA ROBERTO R & ROSARIO L		BAKERSFIELD CA 93307-8606
PALMER JOHN		BAKERSFIELD CA 93307
PATTERSON FAMILY LIVING TRUST	PATTERSON DAVID MATTHEW & ELLEN M TTEE	BAKERSFIELD CA 93307
PAYNE MYRA JUNE REVOCABLE LIVING TRUST	PAYNE MYRA JUNE TRUSTEE	BAKERSFIELD CA 93307-3136
PAYNE MYRA JUNE REVOCABLE LIVING TRUST	PAYNE MYRA JUNE TRUSTEES	BAKERSFIELD CA 93307-3136
PEEBLES GARY & ANGIE		BAKERSFIELD CA 93307
PENA LUCIA		BAKERSFIELD CA 93311-9597
PENA MARIA G		BAKERSFIELD CA 93307
PENFIELD LENARD A & CAROL J		BAKERSFIELD CA 93307-3209
PEREZ JUAN		BAKERSFIELD CA 93307
PEREZ MARISOL		BAKERSFIELD CA 93307-9495
PEREZ SALVADOR ARELLANO		BAKERSFIELD CA 93307
PEREZ YSENIA		BAKERSFIELD CA 93307
PICKETT KEITH & JILL		BAKERSFIELD CA 93307
PLASCENCIA MARIA DE JESUS HIDALGO		BAKERSFIELD CA 93307
POLANCO FAMILY TRUST 2024	POLANCO RENAN & FERRUFINO SANDRA TTEES	BAKERSFIELD CA 93307
PONCE IRMA B & MARQUEZ VALENTE L		BAKERSFIELD CA 93307-3124
PORTER DANIEL JASON		BAKERSFIELD CA 93307
PRESSON JERRY L & BEVERLY		BAKERSFIELD CA 93307-3204
PRICE JACEN		BAKERSFIELD CA 93307
QUEVEDO ANA MARIA		BAKERSFIELD CA 93307
QUINTERO GLORIA		BAKERSFIELD CA 93307-9375
RAMIREZ ABISMAEL RODRIGUEZ		BAKERSFIELD CA 93307-3220
RAMIREZ ALICE FRANCISCA		BAKERSFIELD CA 93307
RAMIREZ CARLOS N & DE RAMIREZ MARIA DE L A R		BAKERSFIELD CA 93307
RAMIREZ JORGE A		BAKERSFIELD CA 93307
RAMIREZ SANDRA YASMIN ALVAREZ		BAKERSFIELD CA 93307
RAMIREZ SANTOS LUCRECIA		BAKERSFIELD CA 93307-3129
RAMIREZ VICTORIO & BERTHA		BAKERSFIELD CA 93307
RAMOS ALEJANDRO D & VILLASENOR JUSTINA C		BAKERSFIELD CA 93307
RAMOS CRYSTAL		BAKERSFIELD CA 93307-3173

RAMOS JUAN DAVID ALCARAZ		BAKERSFIELD CA 93307
RANDALLS KENNETH LEE		BAKERSFIELD CA 93307
RANGEL JOSE OCTAVIO MENDOZA		BAKERSFIELD CA 93307
RAYA JOSE LUIS MOSQUEDA		BAKERSFIELD CA 93307
REDBANK OIL CO		BAKERSFIELD CA 93306-9564
RENTERIA ESMERALDA		BAKERSFIELD CA 93307-3122
REYES FELIPE & TERESA DE J S DE		BAKERSFIELD CA 93307
REYES JOSE M JR		BAKERSFIELD CA 93307
REYES JOSE MICHAEL JR & MARINNA LEANNE		BAKERSFIELD CA 93307-3206
REYES JUAN M		BAKERSFIELD CA 93309
REYES THOMAS & TRACY E		BAKERSFIELD CA 93307
RIGSBY BAKER FAMILY TRUST	RIGSBY CHRIS M & BAKER SANDRA J TRUSTEES	BAKERSFIELD CA 93307-9497
RINCON RICARDO ALVAREZ		BAKERSFIELD CA 93307
RIOS JUANA S		BAKERSFIELD CA 93307
RIVERA HECTOR PEREZ		BAKERSFIELD CA 93307
RIVERA RAUL JR		BAKERSFIELD CA 93307
ROBINSON WILMA JEAN TRUST	ROBINSON WILMA JEAN TRS	BAKERSFIELD CA 93307
ROBLES FAMILY LIVING TRUST	SANDOVAL SERGIO R & PARDO ELIZABETH TTEE	BAKERSFIELD CA 93307
ROCHA GABRIEL		BAKERSFIELD CA 93307-9388
ROCHA RODRIGO C & MARIA C		BAKERSFIELD CA 93307-3128
RODGERS DOUGLAS D & RUTH A		BAKERSFIELD CA 93307
RODRIGUEZ JUAN JOSE & ALVAREZ LETICIA VALLES		BAKERSFIELD CA 93307
RODRIGUEZ JUANA ARACELI		BAKERSFIELD CA 93307
RODRIGUEZ NANCY		BAKERSFIELD CA 93307-3211
RODRIGUEZ PABLO		BAKERSFIELD CA 93307
ROINIOTIS ELIAS		BAKERSFIELD CA 93307-8922
ROJAS NICOLAS FLORES		BAKERSFIELD CA 93307
ROMERO JOSE SANTOS		BAKERSFIELD CA 93307-3142
ROMO RICHARD & TAMMY		BAKERSFIELD CA 93306
RUGNAO RICHARD F & MARY R		BAKERSFIELD CA 93307-3119
S C PRODUCTS INC		RIVERSIDE CA 92507-6321
SALAS JOSE A & FRANCIS M		BAKERSFIELD CA 93307
SALAZAR NICOLAS & LILIA R		BAKERSFIELD CA 93307
SALGADO ELOY JIMENEZ	\	BAKERSFIELD CA 93307-8915

SALINAS PALMIRA		BAKERSFIELD CA 93307
SAN JOAQUIN ESTATES MUTUAL WATER CO		BAKERSFIELD CA 93387
SANCHEZ ARNULFO		BAKERSFIELD CA 93307
SANCHEZ JOSE ANGEL		BAKERSFIELD CA 93307
SANCHEZ JOSE FRANCISCO H & DE HEREDIA G S		BAKERSFIELD CA 93307
SANCHEZ LEONARDO		BAKERSFIELD CA 93307
SANCHEZ MARIA SOLEDAD		BAKERSFIELD CA 93307
SANCHEZ RAFAEL & LIBIA		BAKERSFIELD CA 93307
SANCHEZ USA G		BAKERSFIELD CA 93307
SANCHEZ YOLANDA GARCIA		BAKERSFIELD CA 93307-3139
SANDOVAL MARITZA		BAKERSFIELD CA 93307
SATTERFIELD MARLENE E		BAKERSFIELD CA 93306
SHELTON FAMILY TRUST	SHELTON THOMAS ALAN & JANET LYNN TTEE	DETROIT MI 48226
SHELTON KRISTINE D & T F REV LIVING TRUST	SHELTON KRISTINE D & TOMMIE TTEE	BAKERSFIELD CA 93307
SIDES LARRY W & ESTHER D		BAKERSFIELD CA 93307
SILVA AGUSTIN & RAQUEL		BAKERSFIELD CA 93307-3221
SILVA MIKE E		BAKERSFIELD CA 93307
SIMS DANNY E		BAKERSFIELD CA 93307-9300
SISCO FAM TRUST	SISCO RANDAL LEE & TRINA KAY MCCLELLAN T	TEHACHAPI CA 93561
SISCO FAMILY TRUST	SISCO RANDAL LEE & TRINA KAY M TTEE	TEHACHAPI CA 93561
SMITH SHARON A TRUST	SMITH SHARON A TRS	BAKERSFIELD CA 93307-3202
SOTO DANIEL & HERNANDEZ MAYRA		BAKERSFIELD CA 93307-3207
SOUTHERN BAPTIST CHR FAIRFAX		BAKERSFIELD CA 93307
STEVENS MICHELE R REVOCABLE TRUST	STEVENS MICHELE R TRUSTEE	BAKERSFIELD CA 93307
STRINGER CAROL ANN TRUST	STRINGER CAROL ANN TRUSTEE	BAKERSFIELD CA 93307-3232
TAPIA MOISES H & HERRERA SILVIA HERNANDEZ		BAKERSFIELD CA 93307
TAPIA ROBERT		BAKERSFIELD CA 93307-3127
TEJEDA LAURA ALICIA		BAKERSFIELD CA 93307-3141
TERRAZAS MARIO D & ANITA M		BAKERSFIELD CA 93307
TERRY BRANDY		BAKERSFIELD CA 93307
THOMAS MARTHA A		BAKERSFIELD CA 93307
THOMAS RICKY L		BAKERSFIELD CA 93307-3132
TORIBIO E P & VAZQUEZ ALMA REV LIVING TRUST	TORIBIO ELMER P & VAZQUEZ ALMA TTEE	BAKERSFIELD CA 93307
TORRES AMANDO ROMAN		BAKERSFIELD CA 93307

TORRES CLAUDIA		BAKERSFIELD CA 93307-3132
TORRES EFRAIN VARGAS		BAKERSFIELD CA 93307
TORRES JAIME		BAKERSFIELD CA 93306-1162
TORRES JOSE P & ALMA DELIA MACIEL LOPEZ DE		BAKERSFIELD CA 93307-8119
TORRES MARITZA		BAKERSFIELD CA 93307-3121
TOWERY EDYTHE B		BAKERSFIELD CA 93307-3203
TRINO VINCENT E & RUTHIE R		BAKERSFIELD CA 93307
VACA RANGEL FAMILY TRUST	VACA FELIX M & DE MARTINEZ MARIA M R TTE	BAKERSFIELD CA 93307
VALENCIA LOPEZ BRENDA BELINDA		BAKERSFIELD CA 93307-8936
VALENCIA MARTIN & MARIA		BAKERSFIELD CA 93307-3145
VALENCIA MARTIN JR		BAKERSFIELD CA 93307-3202
VANCE REGINIA		BAKERSFIELD CA 93307
VARGAS JULIETA MONTANO		BAKERSFIELD CA 93307-3232
VASQUEZ GUSTAVO & LUPITA		BAKERSFIELD CA 93387-0342
VAZQUEZ MARIA MATILDE LAZARO		BAKERSFIELD CA 93307
VELASQUEZ GREGORY S & LUCINDA		BAKERSFIELD CA 93307
VELASQUEZ LISA M		BAKERSFIELD CA 93307
VERA CARLOS ERNESTO CASTILLO		BAKERSFIELD CA 93307
VERDUZCO APOLONIO & MARIA G		BAKERSFIELD CA 93307
VESTAL PAUL E		BAKERSFIELD CA 93307
VF RESIDENTIAL PROP LLC		BAKERSFIELD CA 93387-0397
VICTORY MUTUAL WATER CO		BAKERSFIELD CA 93384
VIDRIO ARMANDO		BAKERSFIELD CA 93307
VILLARREAL OSCAR C		BAKERSFIELD CA 93307-3225
VITELA TOMAS & VITELA SILVIA QUEVEDO DE		BAKERSFIELD CA 93309
VOSHALL FAMILY TRUST	VOSHALL BRET V TRS	BAKERSFIELD CA 93307
WEBER M SEPARATE PROP TRUST	WEBER MICHAEL TRS	BAKERSFIELD CA 93307-3203
WEIR CARMEN A		BAKERSFIELD CA 93311-3024
WELCH EDMOND		BAKERSFIELD CA 93307
WESSON FAMILY TRUST	WESSON MICHAEL JAMES & ROBYN CHRISTINE T	BAKERSFIELD CA 93307
WHITE BILL P		BAKERSFIELD CA 93307-3139
WHITESELL RAY & LESLIE		BAKERSFIELD CA 93307
WHITFIELD AARON SCOTT		BAKERSFIELD CA 93307
WILHELM BESSIE REV LIVING TRUST	WILHELM BESSIE TTEE	BAKERSFIELD CA 93307

WILLIAMS & ASSCS INC		BAKERSFIELD CA 93308-6462
WILLIAMS PAUL & CONNIE		BAKERSFIELD CA 93307
WREN LYNETTE & STEVENS CHAD		BAKERSFIELD CA 93307
WYATT JEWELL	WYATT M	BAKERSFIELD CA 93306
ZAZUETA RIGOBERTO		LAMONT CA 93241-2935
ZUNIGA BERENICE LEYVA & PANTOJA JOSE R LEYVA		BAKERSFIELD CA 93307-3137
MC MASTERS KATHY ANN REV LIV TRUST		BAKERSFIELD CA 93307

AGENDA

KERN

LOCAL AGENCY FORMATION COMMISSION

Certificate of Filing

In the Matter of:	Proceeding No. 1878
East Niles Community Services District: Annexation 44	

I, Blair Knox, Executive Officer of the Local Agency Formation Commission of the County of Kern, hereby certify that:

A proposal referenced and described above has been submitted to me and it has been found that:

- the proposal was initiated by a Resolution of Application; (G.C. §56650)
- the proposed territory has been found to be inhabited; (G.C. §56046)
- all application contents as prescribed by law are presented; (G.C. §56652)
- all affected agencies have been notified; and (G.C. §56658)

It has been established that the application contains the information and data requested and required by this Commission and has been **accepted** for filing on 28 September, 2026 (G.C. §56651)

Date of Hearing: Wednesday, 21 October, 2026

Time of Hearing: 5:15 PM

Place of Hearing: Kern Council of Governments (KernCOG)
1401 19th Street Suite #300
Bakersfield, CA 93301

This Certificate of Filing is issued pursuant to California Government Code §56658 (f). All time requirements for processing and consideration of this application specified by state law and the rules and regulations of this Commission shall become effective on the date of issuance of this certificate.

Blair Knox Digitally signed by Blair Knox Date: 2026.09.28 11:20:27 -07'00'

Blair Knox, Executive Officer

AGENDA

Kern County Local Agency Formation Commission
Monthly Expenses
Month: September Year: 2026
Submitted to Accounts Payable: October 12, 2026

26-09

Date Invoiced	Date Submitted to AP	Invoice #	Name	Address	Description/ Purpose	Amount Owed	Expense Code
9/20/2026	10/12/2026	LAFCo	Crown Point Investments, Inc. c/o M.D. Atkinson Company, Inc.	1401 19th. St., Suite 400 Bakersfield, CA 93301	Lease Payment/Operating Expense	$ 3,799.53	7650
9/17/2026	10/12/2026	883	1-Twenty One Security	3004 Boulder Lane, Bakersfield, CA 93309	Security Services	$ 100.00	7500
10/1/2026	10/12/2026	8524	Rival Technology, Inc.	1508 18th St., Ste. 222, Bakersfield, CA 93301	IT Services -Adobe 5 License Renewal	$ 978.43	7500
9/5/2026	10/12/2026	H50382	SDRMA	PO Box 15677 Sacramento CA 95852	Insurance Premium-Medical & Ancillary	$ 3,324.55	6510
9/5/2026	10/12/2026	80908	SDRMA	PO Box 15677 Sacramento CA 95852	Workers' Compensation Reconciliation	$ 352.63	6600
9/30/2026	10/12/2026	6335021	Shinault Baker & Company	P. O. Box 580 Bakersfield CA 93302	Payroll/Accounts Payable Svcs & Audit Support Svcs	$ 945.33	7500
10/2/2026	10/12/2026	September	Thomas Schroeter	254 H St. Bakersfield, CA 93304	Legal Services	$ 1,215.00	7500
9/10/2026	10/12/2026	100000018424157	CalPERS	PO Box 720720 Sacramento, CA 94229	GASB 68 Invoice	$ 350.00	6430
9/30/2026	10/12/2026	287421	Brown Armstrong	4200 Truxtun Ave., Suite 300 Bakersfield, CA 93309	Work In Progress Audit 2026 Services	$ 4,000.00	7500
9/30/2026	10/10/2026	AR1479411	Office 1 Formerly General Office Machine	3600 Pegasus Dr. Suite 6 Bakersfield, CA 93308	Contract Invoice	$ 34.92	7450
9/30/2026	10/12/2026	109898	Bakersfield Californian	3700 Pegasus Dr Bakersfield CA 93308	Budget Publication	$ 286.80	7600
Sept			Kern County		Journal Vouchers	0	
9/22/2026			Credit Card Statement			$ 1,647.60	
Sept			September Payroll			$ 45,964.40	
9/16/2026			Commission Meeting Stipends			$ 653.65	
Sept			Travel Reimbursement			$ 291.35	
					MONTHLY TOTAL	**$ 63,944.19**	

AP

AGENDA

Account Number: [redacted]
Unique ID: XXXX XXXX XXXX 8088
LOCAL AGNCY FORMATION CO
Statement Date: 09-22-2026

Corporate Account Summary

Previous Balance	$2,427.50
Purchases and Other Charges	$1,647.60
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Payment Charges	$0.00
Credits	$0.00 CR
Payments	$2,427.50 PY
New Balance	**$1,647.60**
Disputed Amount	$0.00

Payment Information

Amount Due $1,647.60

Payment due in accordance with your agreement with U.S. Bank.

QUESTIONS OR TO REPORT A LOST OR STOLEN CARD, CALL CUSTOMER SERVICE: **1-800-344-5696**

To overnight or courier a payment, please send to:
Corporate Payment Systems
3180 Rider Trail S, Department 790428
Earth City, MO 63045-1518

Corporate Account Activity

LOCAL AGNCY FORMATION CO
Account Number: [redacted]
Unique ID: XXXX XXXX XXXX 8088

Total Corporate Activity $2,427.50 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-04	09-04	74798266247000000000308	PAYMENT - [redacted] A	2,427.50PY

New Activity

PATTY MENCHACA
Account Number: [redacted]
Unique ID: XXXX XXXX XXXX 2198

Purchases	$15.14	**Total Activity**	**$15.14**
Cash Advances	$0.00		
Cash Advances Fees	$0.00		
Credits	$0.00 CR		

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-03	09-01	24231686245881311125889	VONS #1969 BAKERSFIELD CA	15.14

(transactions continued on next page)

✂Payment may be made electronically or by check made payable to Corporate Payment Systems.

CORPORATE PAYMENT SYSTEMS
P.O. BOX 6343
FARGO, ND 58125-6343

[redacted]

Account Number: [redacted]
Unique ID: XXXX XXXX XXXX 8088
Amount Due: $1,647.60

Amount Enclosed $

If paying by check, include coupon with payment to address below.

CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

000003005 TUSB05DD092326285807 01 01000000 003209 001

LOCAL AGNCY FORMATION CO
BLAIR KNOX
LOCAL AGENCY FORMATION COMM
5300 LENNOX AVENUE SUITE 303
BAKERSFIELD CA 93309-1662

000003005 03005 0001-0001 DUSB05DD092326285812 00 L 00003209 STNDSOME

00003005 03005 0001-0001 DUSB05DD092326285812 00 L 00003209 STNDSOME

New Activity cont

Department:	00000	Total:	$15.14
Division:	00000	Total:	$15.14

BLAIR KNOX
Account Number: [redacted]
Unique ID: XXXX XXXX XXXX 2937

Purchases	$1,632.46	**Total Activity**	**$1,632.46**
Cash Advances	$0.00		
Cash Advances Fees	$0.00		
Credits	$0.00 CR		

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-26	08-25	24692166237401598385166	SQ *CLEAN BRIGHT GOSQ.COM CA	155.85
08-27	08-26	24692166238402083035018	PRIMO BRANDS/WATERSERV 800-274-5282 CA	90.97
08-31	08-27	24692166240404315335428	MARRIOTT DESERT SPRING PALM DESERT CA 566500 ARRIVAL: 08-24-26	433.22
09-01	08-31	24692166243407124560646	SPECTRUM 855-707-7328 MO	323.54
09-04	09-04	24011346247100045787756	MICROSOFT#G181569049 MICROSOFT.COM WA	100.80
09-07	09-06	24011346249100035144800	MICROSOFT#G182047324 MICROSOFT.COM WA	75.60
09-09	09-08	24692166251404658929452	VZWRLSS*APOCC VISW 800-922-0204 FL	114.83
09-10	09-09	24692166252406080988633	SQ *CLEAN BRIGHT GOSQ.COM CA	155.85
09-14	09-12	24692166255408664926812	INTUIT *QBOOKS ONLINE CL.INTUIT.COM CA	177.00
09-21	09-20	24011346263100042298426	MICROSOFT#G185775495 MICROSOFT.COM WA	4.80

Department:	00000	Total:	$1,632.46
Division:	09402	Total:	$1,632.46

AGENDA

Kern Local Agency Formation Commission
5300 Lennox Ave. Suite 303
Bakersfield, CA 93309
661-716-1076
www.kernlafco.org

MEMORANDUM

To: Kern LAFCo Commission
From: Blair Knox, Executive Officer
Date: October 21, 2026
Subject: Establishing a Five-Year Financial Forecast and Long-Term Budget Planning Process

Recommendation

Direct staff to incorporate a rolling five-year financial forecast into the Commission's annual budget process beginning with the FY 2027-28 proposed budget. The forecast would accompany the annual budget and be updated each year to reflect current conditions, revised assumptions, emerging obligations, and Commission priorities.

Discussion

The Commission annually adopts a budget that provides a detailed financial plan for the upcoming fiscal year. This process has served the Commission well and remains the appropriate mechanism for authorizing expenditures and allocating resources. However, a one-year budget can only answer one question:

Can the Commission fund its operations next year?

It does not necessarily answer a second and equally important question:

Can the Commission sustain its operations and responsibilities over the coming years while maintaining organizational capacity and service levels?

The future will arrive whether we budget for it or not.

The purpose of a five-year financial forecast is not to predict the future with precision. No public agency possesses that capability. Economic conditions change, priorities evolve, personnel turnover occurs, and unforeseen opportunities and challenges emerge. The value of long-range forecasting lies not in its accuracy, but in the discipline of regularly considering future obligations and emerging trends before they become immediate problems.

A rolling five-year forecast would provide the Commission with a broader understanding of the financial implications of decisions made today. The exercise forces an organization to look beyond the current fiscal year and consider the long-term consequences of staffing

decisions, technology needs, reserve levels, salary and benefit obligations, inflationary pressures, and changing workload demands.

Why This Matters

Local governments routinely manage assets and obligations that extend well beyond a single fiscal year. Infrastructure, equipment, technology systems, staffing investments, and contractual commitments frequently span multiple budget cycles. Yet many public agencies continue to make decisions largely through the lens of an annual budget process.

Organizations that focus exclusively on the next fiscal year often find themselves reacting to circumstances rather than preparing for them. Future obligations become surprises. Capital needs emerge without a funding strategy. Reserve levels become insufficient at the moment they are most needed.

A five-year forecast creates visibility.

It does not eliminate uncertainty. It simply makes future consequences visible before they become present problems.

Elements of the Forecast

Staff recommends that the forecast include the following components:

Revenue Projections

- City, County and Special District contribution estimates
- Application fee revenue assumptions
- Interest earnings projections

Expenditure Forecasts

- Personnel costs
- Retirement and benefit obligations
- Professional services
- Technology expenditures
- Office and administrative costs

Reserve Analysis

- Reserve balances by year

- Reserve targets and policies
- Capacity to address unexpected expenditures
- Long-term reserve sustainability

Future Obligations

- Anticipated technology replacement needs
- Records management and archival requirements
- Equipment replacement, if applicable
- Future staffing and succession planning considerations
- Office facility considerations

Risk Assessment

- Key forecasting assumptions
- Fiscal vulnerabilities
- Sensitivity to changes in revenues or expenditures
- Emerging operational challenges

Benefits to the Commission

A rolling forecast would support better governance in several ways.

First, it would provide Commissioners with additional financial context when evaluating annual budget decisions.

Second, it would strengthen the Commission's ability to identify financial challenges early, when a wider range of options remains available.

Third, it would institutionalize long-term thinking within the organization. Future Commissions and staff would inherit not only budgets, but a documented understanding of financial trends, assumptions, risks, and opportunities.

Finally, the practice would reinforce the stewardship principles that underpin the Commission's mission. LAFCo routinely evaluates the long-term sustainability and service capacity of cities and special districts. Maintaining a similar planning framework within our own organization demonstrates a commitment to the same principles we encourage throughout Kern County.

Fiscal Impact

The recommendation would have minimal direct fiscal impact. The forecast would be prepared by staff as part of the annual budget development process and incorporated into the proposed and final budget documents distributed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act.

Conclusion

The annual budget remains the Commission's primary financial planning tool. A five-year financial forecast would not replace that process. It would strengthen it.

A balanced budget demonstrates that revenues and expenditures align for a single year. A multi-year forecast helps determine whether those decisions remain sustainable over time.

Simply stated:

A five-year forecast does not predict the future. It prevents the future from becoming a surprise.

Staff recommends that the Commission direct staff to develop and incorporate a rolling five-year financial forecast beginning with the next budget cycle.