

October 13, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED GRANT OF UTILITY EASEMENT TO OILDALE MUTUAL WATER COMPANY
ACROSS A PORTION OF ASSESSOR'S PARCEL NUMBER 483-230-16 LOCATED IN
UNINCORPORATED OILDALE TO INSTALL AND MAINTAIN WATER PIPELINES; S.D. #3
(Fiscal Impact: \$1,600 Administrative Fee, Not-Budgeted; Discretionary)**

This is to request that your Board approve the non-exclusive utility easement to Oildale Mutual Water Company for right-of-way access across a portion of the County's Assessor's Parcel Number 483-230-16 located in unincorporated Oildale. The proposed easement measures approximately 995 square feet and will allow Oildale Mutual Water Company to construct, install, operate, inspect, maintain, repair, replace, reconstruct, and remove water pipelines in, on, over, under, and across Assessor's Parcel Number 483-230-16, together with appurtenances and other necessary surface and subsurface structures and equipment. The parcel is located near Meadows Field Airport and is controlled by the Department of Airports.

Oildale Mutual Water Company has paid a \$1,600 administrative fee for the processing of this nonbeneficial easement.

In consultation with the Planning and Natural Resources Department, the General Services Division's review of possible environmental effects has determined that the granting of the proposed easement is for small new equipment and facilities in small structures and utility extensions of reasonable lengths, and is declared to be categorically exempt from the requirement to prepare environmental review documents pursuant to Section 15303(d) of the California Environmental Quality Act (CEQA) Guidelines.

The attached easement has been approved as to content by the Department of Airports and approved as to form by the Office of County Counsel.

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Therefore, IT IS RECOMMENDED that your Board: 1) make a finding that the action is exempt from further CEQA review per section 15303(d) of State CEQA Guidelines; 2) approve the easement; 3) authorize Chairman to sign; and 4) direct General Services to record.

Sincerely,

A handwritten signature in blue ink, appearing to read "MBL", enclosed within a large, loopy blue oval.

Michelle Burns-Lusich
Chief General Services Officer

MBL:KAS:gti:yz
Attachments
cc: County Administrative Office
Planning & Natural Resources
Airports
Oildale Mutual Water Company

RECORDING REQUESTED BY AND FOR:

Oildale Mutual Water Company
2836 McCray Street
Bakersfield, CA 93308

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____
☐ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale
☐ Exempt from the fee per GC 27388.1 (a) (2); This
document is subject to Documentary Transfer Tax

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

APN: Portion of 483-230-16

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **COUNTY OF KERN**, a political subdivision of the State of California, herein called "Grantor", hereby grants to **OILDALE MUTUAL WATER COMPANY**, a California Corporation, herein called "Grantee", a non-exclusive utility easement and right of way for the construction, installation, operation, inspection, maintenance, repair, replacement, reconstruction, and removal of a system intertie, including one or more water pipelines, a pressure reducing station vault, valves, an air release valve, fittings, appurtenances, and all other necessary surface and subsurface structures and equipment, together with rights of ingress and egress reasonably necessary for the exercise of the rights granted herein, in, on, over, under, and across certain lands owned by Grantor, identified as a portion of Assessor's Parcel Number 483-230-16, located in an unincorporated area of the County of Kern, State of California, and as described and depicted in Exhibit "A" and Exhibit "B" attached hereto, and made a part hereof.

Easement area contains approximately 995 square feet.

Grantor, and its heirs, successors, and assigns, agree that, except as provided below, Grantor shall not change the grade of the easement or place trees, deep rooted shrubs, buildings, or structures of any kind within the easement area, nor shall Grantor make any changes which would unreasonably interfere with Grantee's rights to the easement.

Grantor reserves the right to (1) use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's use of the easement, (2) improve the easement area surface with landscaping (except trees and deep-rooted shrubs), (3) pave driveways, parking surfaces, sidewalks, curbs and gutters; provided, however that before making any such improvements involving a change of grade, Grantor and its heirs, successors and assigns, shall notify the Grantee in advance and comply with underground service alert notification requirements pursuant to Government Code Section 4216, and (4) make additional non-exclusive grants of easement in the easement area.

1. Grantee shall secure approvals of and permits for its water pipeline from applicable state and local agencies prior to installation. Grantee shall bury such pipeline laid by it so that the top of the pipe shall be at least thirty-six inches (36") below the surface of the ground at all points. All trenches and other excavations made by Grantee within the easement at any time shall be backfilled as soon as practicable and the surface of the ground restored to a contour and condition satisfactory to Grantor. Grantee shall, upon request, furnish Grantor with a map showing the location of its pipeline and all appurtenant valves, manholes, fittings or other equipment.
2. Grantee shall, at all times, maintain its facilities in a safe and sound condition of repair.
3. Grantor reserves the right to use the easement area for any and all purposes which do not unreasonably interfere with the uses by Grantee that are granted herein.
4. Except as otherwise specified herein, the easement shall be kept open, clear and free from buildings, structures, excavations, or walls of any kind.
5. Grantor hereby grants to Grantee the right of ingress to and egress from the easement by means of any existing roads and lanes or other routes as shall occasion the least inconvenience to Grantor.
6. Grantee shall indemnify, defend, and hold harmless Grantor, its officers, agents and employees against any and all liabilities, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Grantee, Grantee's employees, agents, independent contractors, except when caused by Grantor's sole active negligence or willful misconduct.
7. Grantor shall have the right to inspect any construction undertaken hereunder and Grantee shall respond to all requests by Grantor to conform construction to the terms and conditions of this easement.
8. This Grant of Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.
9. This Grant of Easement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Grant of Easement are of no force and effect. Any amendment to this Grant of Easement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

IN WITNESS WHEREOF, the undersigned, by its duly authorized officers, has executed this Grant of Easement this _____ day of _____, 2026.

GRANTOR:

COUNTY OF KERN

By: Phillip Peters, Chairman of the Board of Supervisors

GRANTEE:

OILDALE MUTUAL WATER COMPANY

rne 9-24-2026
By: Ryan Nunneley, General Manager

Signatures Must Be Witnessed by a Notary Public

EXHIBIT "A"
Legal Description
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EXHIBIT "A"

That certain portion of the Southeast Quarter of Section 34, Township 28 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Kern, State of California, being a parcel of land more particularly described as:

Beginning at the North Quarter Corner of Section 2, Township 29 South, Range 27 East, Mount Diablo Base and Meridian; thence North 89°14'08" West, 1,300.39 feet, along the north line of said Section 2, to the centerline of Wings Way, as described on Parcel Map No. 12115, filed with the Kern County Recorder in Book 61 of Parcel Maps, Page 59; thence North 00°45'30" East, 106.47 feet, along said centerline of Wings Way; thence North 89°14'08" West, 69.99 feet, more or less, to a point on the north right-of-way line of Merle Haggard Drive (County Road No. 3132), said point being the True Point of Beginning of this water line easement;

Thence (Line 1), departing said right-of-way line, North 89°14'08" West, 38.67 feet;

Thence (Line 2), re-intersecting said north right-of-way line, South 00°45'52" West, 46.45 feet;

Thence (Line 3), along said north right-of-way line, South 89°14'08" East, 4.67 feet, ;

Thence (Line 4), along said north right-of-way line, North 45°45'52" East, 7.53 feet; ;

Thence (Line 5), departing said north right-of-way line, North 00°45'52" East, 21.12 feet;

Thence (Line 6), re-intersecting said north right-of-way line, South 89°14'08" East, 21.12 feet;

Thence (Line 7), along said north right-of-way line, North 45°45'52" East, 10.68 feet;

Thence (Line 8), along said north right-of-way line, North 00°45'52" East, 12.45 feet, more or less, to the True Point of Beginning.

Containing 995 square feet, more or less.



9-16-26

EXHIBIT "B"
Legal Description
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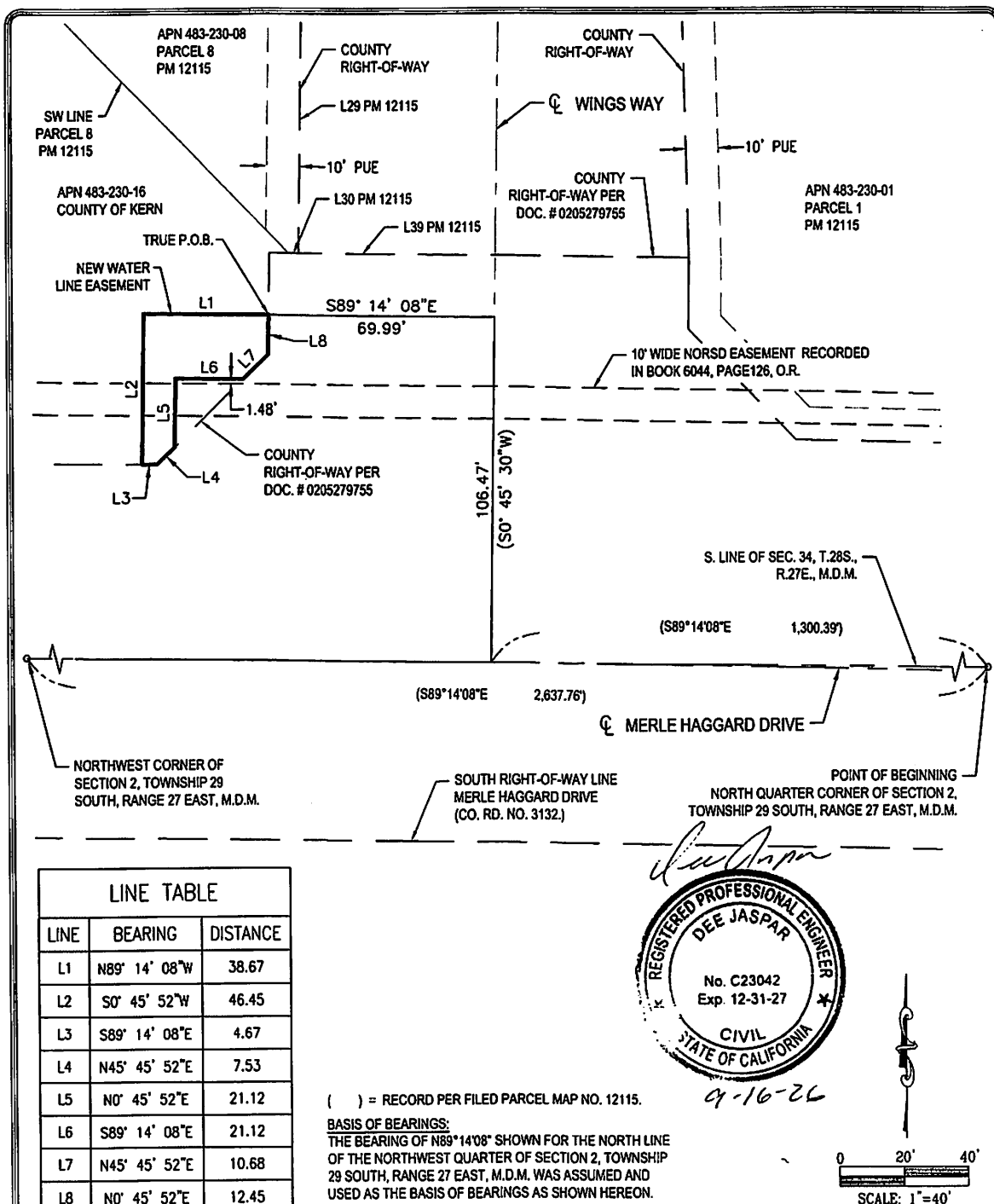


EXHIBIT "B"
OILDALE MUTUAL WATER COMPANY
PIPELINE EASEMENT

DEE JASPAS & ASSOCIATES, INC.
CIVIL ENGINEERS
 2730 UNICORN ROAD, BLDG A
 BAKERSFIELD, CALIFORNIA 93309
 639 N. MAIN STREET, #B
 PORTERVILLE, CALIFORNIA 93257

PHONE 661 393-4796
 FAX 661 393-4799
 PHONE 559 791-8286
 FAX 559 783-9275

ACKNOWLEDGMENT

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

State of California)

County of Kern)

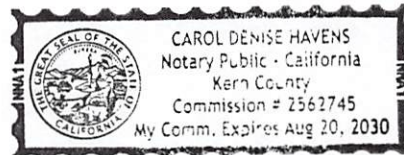
On September 24, 2026 before me, Carol Havens Notary Public,

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

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

WITNESS my hand and official seal.

Signature Carol Havens



(Seal)

ACKNOWLEDGMENT

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

State of _____)

County of _____)

On _____, 2026 before me, _____ Notary Public,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)